

# **Request for Proposal**

for

**Operation & Management  
of Hot Water Treatment And  
Grading Facility For Mango,  
at Bhakurguda Farm, Rayagada  
On Lease**

**Director of Horticulture  
Krushi Bhawan, Gopabandhu Marg  
Bhubaneswar, Odisha- 751 001  
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# **RFP DOCUMENT FOR OPERATION & MANAGEMENT OF HOT WATER TREATMENT AND GRADING FACILITY FOR MANGO , AT BHAKURGUDA FARM, RAYAGADA ON LEASE BASIS**

## **Disclaimer & Confidentiality**

This RFP Document has been prepared by **Director of Horticulture, Odisha, Bhubaneswar-751001** herein after called **HOT WATER TREATMENT AND GRADING FACILITY FOR MANGO** or "**Authority**" solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of **Director of Horticulture**.

The information contained in this RFP document (the "RFP") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Director of horticulture or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by **Authority** to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/ amendments and obtain independent advice from appropriate sources. **Authority** assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. Authority, its advisors, officers, employees, subcontractors and agents shall not be liable to any person for

any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

**Authority** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. "**Director of Horticulture**", its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

**Authority** also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

**Authority** may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. **Authority** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

**Authority** reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that **Authority** is bound to select any Bidder or to appoint the successful bidder as the Operating Agency for operating and managing the IPH on lease basis. Authority reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **Authority** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **Authority** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**NOTICE INVITING RFP**

**OPERATION & MAINTENANCE OF HOT WATER  
TREATMENT AND GRADING FACILITY FOR MANGO AT  
BHAKURGUDA FARM, RAYAGADA**

**RFP No. 04**

**Dt.13.02.2020**

**REQUEST FOR PROPOSAL**

Director of Horticulture intends to offer the Hot Water Treatment And Grading Facility For Mango having modern facilities located at Bhakurguda farm, Rayagada "on as is where is basis" on lease for a period of 15 years for its operation and management (operation, maintenance and management) and accordingly invites offer from any Farmer Producer Organizations / Farmer Producer Company/ Cooperative Society / Companies/Partnership Firms/Individual. The complete RFP Document and other details can be downloaded from: <https://tendersodisha.gov.in / www.odihort.nic.in>.

Interested parties are requested to send their application in sealed envelope through registered post / Speed post (P & T Deptt.) / Courier only to the following mentioned address so as to reach by 5.00 P.M of **26.03.2020**. The right to reject any or all applications without assigning any reason thereof is reserved by the Authority.

**Address for Communication**

**Director of Horticulture  
Krushi Bhawan, Gopabandhu Marg  
Bhubaneswar, Odisha -751001  
E-mail ID:- [supportdho.od@nic.in](mailto:supportdho.od@nic.in)**

  
**Director of Horticulture**

**Bidder Data Sheet**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	
1	Title of the Request for Proposal(RFP)	Selection of Agency for Operation,& Management of of Hot Water Treatment And Grading Facility For Mango, at Bhakurguda Farm, Rayagada.
2	Broad Scope of Service	Operation & Management of Hot Water Treatment And Grading Facility For Mango on Lease.
3	Project Facility & Site	Bhakurguda Farm, Rayagada
4	Contact details	Director of Horticulture. Krushi Bhawan, Gopabandhu Marg, Odisha Bhubaneswar -751001 E-mail: <a href="mailto:supportdho.od@nic.in">supportdho.od@nic.in</a>
5	Selection Mode	Highest Annual Rent Fee
6	Operation Mode	Infrastructure available of Hot Water Treatment And Grading Facility For Mango <b>"on as is where is basis"</b> will be handed over to the successful bidder on lease for Operation & Management. All aspects of works related to overhauling, maintenance and replacement of equipment parts(s), as may be necessary, shall be carried out by the Lessee at their cost. The lessee shall also be responsible for post-harvest management of fruits & vegetables, marketing strategy including for both forward and backward linkage for both maximizing capacity utilization and potential revenue under the proposed assignment.
7	Contract Period	The contract period will be of 15 (fifteen) years. However, the Authority shall have the right at its absolute discretion to renew the Lease Agreement for further terms of 5 (five) years each subject to maximum two renewals. Renewal would be considered by the authority if request is received from the Operating Agency at least six months prior to the contract termination date. Director of Horticulture shall have right to terminate the contract in the event of breach specified in the

		RFP Documents or Agreement. Contract can be terminated from either side by 6 months notice. Bidders are requested to refer Clause No.2.5.
8	Bid/ RFP Document Fee(Non-refundable)	Rs. 10,000/- (Rupees Ten Thousand only) in form of Demand Draft drawn in favor of the Director of Horticulture, Odisha payable at Bhubaneswar
9	Submission of Proposal	Bidder shall be required to submit their Proposal through Registered Post or Speed Post or Courier as per instructions in the RFP Document on or before the end of date and time for proposal submission i.e. <b>24.03.2020, 5.00 PM</b> to the following address:  The Director of Horticulture, Krushi Bhawan, Gopabandhu Marg, Bhubaneswar, Odisha, PIN-751001. The Authority will not be responsible for any postal delay/any consequences in receiving of the proposal. Any Proposal/Bid received after the deadline of submission, will be out-rightly rejected.
10	Issue of RFP	<b>13.02.2020</b>
11	Downloading the RFP Document	Bidders can download the complete RFP Document from <a href="https://tendersodisha.gov.in/www.odihort.nic.in">https://tendersodisha.gov.in/www.odihort.nic.in</a> .
12	Pre-bidding Meeting	<b>12.03.2020 at 4.00PM</b> in the office of Director of Horticulture. For this purpose, Bidders may contact the Director of Horticulture. Bidders may also confirm their participation in the pre-bid meeting by sending their queries in respect of the RFP Document as per the prescribed format to the e-mail at <a href="mailto:supportdho.od@nic.in">supportdho.od@nic.in</a> by the deadline as specified in the RFP Document
13	Last Date and time of sending the pre-bid-queries	<b>04.03.2020, 2.00 PM</b>
14	Authority's response to queries	<b>11.03.2020, 5.00PM</b> Response to all queries shall be uploaded in the web-site <a href="http://www.odihort.nic.in">www.odihort.nic.in</a> to name of the Bidder
15	Last date and time for submission of Bid (Bid due date)	<b>26.03.2020, 5.00PM</b> Bidders are requested to refer <b>Clause 1.6</b> for details
16	Date of Opening of	<b>Date: 27.03.2020, Time: 01.00PM</b> in the

	Technical Bid	office of Director of Horticulture, Krushi Bhawan, Gopabandhu Marg, Bhubaneswar. The Technical Bids shall be opened in presence of the authorized representatives of the bidders, who wish to be present at the venue at that time. Bidders are requested to refer <b>Clause 1.8</b>
17	Date of Opening of Financial Bid	Date and Time to be communicated later. Financial Bids of technically qualified bidders will only be opened in presence of the authorized representatives of Bidders. Bidders are requested to refer <b>Clause 1.9.2</b>
18	Letter of Award (LoA) to selected Bidder	Within 10 days from the date of publication of name of selected bidder in the Notice Board of Director of Horticulture.
19	Site Visit	Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of Bid preparation. The site visit will be facilitated by Authority from <b>Dt.17.02.2020 to 12.03.2020 (on official working days)</b> for the prospective bidders. The details of the Authorized person, who is to be contacted, provide guidance for facilitating for this purpose are given below: Name & Designation: DDH, Rayagada, Contact No: 06856 222185, E-mail ID:- <a href="mailto:ddhrqda@gmail.com">ddhrqda@gmail.com</a> .
20	Contract Tenure & Termination	The Lease period will be of <b>15 (fifteen) years</b> . However, the Authority shall have the right at its absolute discretion to renew the Agreement for further terms of five years each subject to maximum two renewals. The contract will start from the Effective Date, i.e., after expiry of the mobilization period of 10 calendar days from the date of execution of Agreement. Director of Horticulture shall have right to terminate the contract in the event of breach specified in the RFP Documents/Agreement. Renewal would be considered by the authority if request is received from the Operating Agency at least six months prior to the contract termination date. Contract can be terminated from either side by 180 days' notice.



21	Bid Security (Refundable)	Bid submitted shall be accompanied by a Bid Security (the "Bid Security") of <b>Rs.1.00 lakh</b> (Rupees One Lakh only) herein after referred to as "Bid Security" in the form of a demand draft drawn in favour of "Director of Horticulture" payable at Bhubaneswar.
22	Performance Security	Selected Bidder must submit Performance Security in shape of Bank Guarantee of <b>Rs. 10.00 lakh (ten lakh)</b> from its existing Bank Account with any scheduled Commercial Bank operating in Odisha or from a new Bank account opened with any scheduled Commercial Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and the Performance Security should be valid at least for a period of 3 months following the expiry of the Contract- 15 years, i.e. valid for 15 years and 3 months. Bidders are requested to refer Clause No. 1.13 for details.
23	Validity of Proposal	The bids shall be valid for period of 90 (Ninety) Days from the Due Date of Bid Submission. The bid validity period may be extended on mutual consent.
24	Language(S) of the submitted proposal	English
25	Financial Proposal by Bidder	Indian Rupees (INR)
26	Selection Criteria for Qualification Eligibility	<ol style="list-style-type: none"> <li>1) Bidder should be a Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or Cooperative Society or Company or Partnership Firm or Individual.</li> <li>2) The bidder should have minimum three years' experience in Agro Industries or Marketing or Processing or Value Addition of Fruits and Vegetables in domestic or international markets as on the RFP issue date.</li> <li>3) The Bidder should have experience of operation and management of at least one Pack house or cold storage or cooling chamber or warehouse in last 3 (three) years.</li> <li>4) Bidder must have requisite and adequate qualified Technical and Non-Technical Manpower for Operation &amp; Management of Hot Water Treatment</li> </ol>

		<p>And Grading Facility For Mango. (Refer Clause:3.7)</p> <ol style="list-style-type: none"> <li>5) The Bidder should have a minimum average annual turnover of <b>Rs.50 lakh</b> (Rs. fifty lakh) in Agro Industries or Fruits &amp; Vegetables processing and marketing in last three financial years as per audited statement</li> <li>6) The bidder should have minimum annual turnover of Rs. 20.00 lakh (twenty lakh) from managing IPH or Cold Storage or cooling chamber or ware house at least once in last three financial years ending March 2019.</li> <li>7) The Bidder should not have less than Net worth of Rs.50.00 lakh. (fifty lakh) (to be certified by a Chartered Accountant) as on the RFP issue date.</li> <li>8) Bidder should not have been blacklisted by any Govt. Organization or Government Entity or Government Company.</li> <li>9) The Bidder shall be ineligible if:       <ol style="list-style-type: none"> <li>(i) He/It has been convicted for an offence involving moral turpitude in the last five years; or</li> <li>(ii) Charge filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary;</li> </ol> <p>Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.</p> </li> <li>10) Bidder should not have defaulted in repayment against any loan or credit facility availed from any Bank/Financial Institution in last three years.</li> <li>11) Bidder should have registration in Income Tax.</li> <li>12) Bidder should have registration with Goods and Services Tax</li> </ol>
27	Bidding Process	<p>The aim of the bidding process is to select the most preferred and best suited Operating Agency in terms of technical and commercial aspects as per the terms herein. The selection process is mentioned below follows:</p> <ol style="list-style-type: none"> <li>a) <b>Technical Bid:</b> Capability of the Bidder to undertake the contract would be assessed based on Qualification cum</li> </ol>

		<p>Technical criteria mentioned in this RFP document.</p> <p>b) <b>Financial Bid:</b> The Financial bid of the bidders qualifying as per Qualification cum Technical criteria shall be opened for comparison. The technically qualified bidder quoting highest Lease Rental for the first year of the lease would be the selected bidder for awarding the contract as per scope of work mentioned in this document. The lease amount will have fixed annual escalation at 3% throughout the lease period.</p>
28	RFP Evaluation	<ol style="list-style-type: none"> <li>1) Test of Responsiveness of the bid based on Pass or Fail for Bid Security and RFP Document Fee and timely submission, marking and sealing, etc.</li> <li>2) Evidence of meeting necessary Qualification Criteria</li> <li>3) Opening of Financial Bids for qualified bidders.</li> </ol>
29	Taxes & Levies	<ol style="list-style-type: none"> <li>1. The financial proposal / bid shall be submitted exclusive of applicable GST, however, applicable GST shall be paid separately. All approvals, license shall be taken in name of Director of Horticulture.</li> <li>2. Operating Agency /Lessee has to take care of all GST, stamp duty for registration, electricity bill, water supply, waste management, charges and levies for obtaining various certificates and their renewal related to operation of the IPH including statutory compliance for the employees as per prevailing rules &amp; labour laws.</li> </ol>
30	Evaluation Criteria for Technical	Bidder are requested to refer Clauses 1.2.5
31	Signing of Agreement	Lease Agreement shall be signed between Director of Horticulture and Successful Bidder incorporating terms of the tender within 15 days of receipt of acknowledged copy of LOA.
32	Sub contract	The Agency is not permitted to sublet or subcontract the facility for use of any party other than for itself.

## SECTION-1

### 1. **Instruction to the Bidders**

#### 1.1 **Project Introduction**

Hot Water Treatment And Grading Facility For Mango , at Bhakurguda Farm with the financial assistance from Food Science & Post Harvest Technology of ICAR, New Delhi has established a Hot water treatment plant at Bhakurguda Farm, Rayagada in the State of Odisha during the year 2016-17. Rayagada produces 51,887 MT of Mango, 37,999 MT of Tomato & 10272 MT of Citrus every year. The hot water treatment unit & the electronic weight grading unit has been established by ICAR mainly for treatment of mango. The capacity of hot treatment plant is 1MT per batch. Assuming 10 hours of operation per day & total working season for mango of 2 months, the total requirement of mango would be 600 MT. In the lean seasons of mango, tomato & pomegranate can be used for hot treatment & grading.

Further, the plant has a electronic weight grading system of capacity 5000 fruits / hr. That means the capacity of the weighing machine can be taken as 500 Kg./ hr. Assuming 10 hrs of operation per day & working season of tomato for 4 months (November to February), the total requirement of tomato would be 600 MT.

The Hot water Treatment Plant during Facility is now complete in all respect and ready for commercial use. Since, Director of Horticulture is not mandated to run the Facility itself, it has decided to engage any other Agency/Business enterprise of similar line to commercially run the facility. Accordingly, Director of Horticulture, the Authority is offering operation & management of the facility on lease basis for 5 years to start with and therefore proposes to invite bids through this RFP from any intending FPOs/ FPCs/ Firms/ Companies/ Individual through tendering method from interested bidders for Operation & Management(operation, maintenance and management) of the said Hot water Treatment Plant during on lease basis. Details of the various facilities available at Hot water Treatment Plant are given at **SECTION-4**.

#### 1.2 **General**

### 1.2.1 Scope of Tender

1. 1.2.1.1 The Director of Horticulture hereinafter referred as the Authority invites sealed Bids from eligible bidders for operation and management of the Hot Water Treatment Plant on lease basis.
2. The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.
3. The successful Bidder shall become "Operating Agency" and will be given possession of Hot Water Treatment Plant on "as is where is basis". The successful bidder will operate, maintain and manage the facility for a period of 15 years (renewable for further two terms of 5 years each based on satisfactory performance) on lease basis on completion of contract signing formalities.
4. The Operating Agency will be expected to efficiently operate, maintain and manage the Hot Water Treatment Plant as specified in the Data Sheet. The Operating Agency shall be responsible for periodic repair and maintenance of the pack-house infrastructure.
5. The Operator will adhere to all the Terms and Conditions mentioned in this RFP document.

### 1.2.2 Authority and Reporting Officer

For the purpose of this FRP, the Authority shall mean "Hot Water Treatment And Grading Facility For Mango" for the proposed service. In this context, the Director of Horticulture is the Reporting Officer.

### 1.2.3 Contacting the Authority

Unless specifically requested by Authority for a clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the Contract /Agreement is executed with the Successful Bidder.

### 1.2.4 Eligibility Criteria (Documentary Proof to be attached)

Criteria	Description	Required Supporting Document
<b>Technical Criteria</b>		
1	Bidder should be a Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or Cooperative Society or Company or Partnership Firm or	Copy of applicable document under appropriate Act; Incorporation Certificate/ Partnership Deed/ Service Tax Registration Certificate/ Sales Tax Registration Certificate

	Individual.	
2	The bidder should have minimum three years' experience in agro industries or marketing or processing or value addition of fruits and vegetables in domestic or international markets as on the RFP issue date.	<ul style="list-style-type: none"> <li>• Copies of year-wise Audited Annual Report and Memorandum of Association (MOA) or Articles of Association (AOA) (if applicable). Auditor certificate clearly certifying the years of experience in such type of activities.</li> <li>• Self-attested statement showing quantity and value of Fruits and Vegetables processed, marketed, value added or volume and value of transaction under other agro industry</li> </ul>
3	The Bidder should have experience of operation and management of at least one Pack House or cold storage or cooling chamber or warehouse in last three years.	<p>Copies of Fixed Assets Schedule out of Audited Annual Reports/ Memorandum of Association (MOA) and Articles of Association (AOA)/ Auditor certificate for last 3 years, in case the IPH, Cold Storage, cooling chamber, warehouse is owned by the Bidder</p> <p>or</p> <p>copies of Agreement(s) for Operation and Management of the IPH, Cold Storage, cooling chamber, warehouse, if taken on Lease or Rent in the last 3 years</p>
4	Bidder must have requisite and adequate qualified Technical and Non- Technical Manpower for Operation & Management of IPH	List of such qualified Technical and Non- Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO (or equivalent) of the Institution.
5	Bidder should not have been blacklisted by any Govt. Organization or Government Entity or Government Company	Self-declaration in shape of Affidavit from a Notary in form T5.
6	Bidder or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or any charge should not have been	Self-declaration in shape of Affidavit from Notary (Form-T6) should be enclosed. In addition, the bidder is further required to provide details of proceedings pending

	filed against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.
7	Bidder should be registered with the Income Tax, Goods and Services Tax.	Copies of PAN, GSTIN, IT Returns for the last 3 Assessment years
8	The Bidder <b>may preferably</b> have: <ul style="list-style-type: none"> <li>Valid registered certificate from the appropriate authority for processing or marketing of agriproducts on the last date for submission of bid.</li> <li>Registration under labour law</li> <li>Registration with Employee's Provident fund Organisation</li> <li>Employee State Insurance Registration</li> </ul>	Copy of <ul style="list-style-type: none"> <li>Valid Registration Certificate from APEDA or MPEDA or FSSAI or similar authority</li> <li>Registration document of labour law</li> <li>Registration of Employee's Provident fund Organisation certificate</li> <li>Employee of State Insurance Registration certificate</li> </ul>
<b>Financial Criteria</b>		
9	The Bidder should have a minimum average annual turnover of Rs. 50 lakh (Rs. fifty lakh) in Agro Industries or Fruits & Vegetables processing and marketing in last three financial years  And  The bidder should have minimum annual turnover of Rs.20 lakh (twenty lakh) from managing IPH or Cold Storage or cooling chamber or warehouse at least once in last three financial years ending March 2019.	<ol style="list-style-type: none"> <li>Copy of last three years audited balance sheet and profit and loss account ending March, 2019</li> <li>Certificate from the Statutory Auditor or chartered accountant certifying: <ul style="list-style-type: none"> <li>Annual turnover in Agro Industries, Fruits &amp; Vegetables processing or marketing for last three years</li> <li>Annual turnover from operation and management of Cold Storage, IPH, cold chamber, warehouse during last three financial years. <b>And</b> self-attested statement showing product wise set quantity and value of Fruits and Vegetables processed or stored in the unit(s).</li> </ul> </li> </ol>
10	The Bidder should have not less than Net Worth of Rs. 50 lakh as on date of issue of RFP.	Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.

11	Bidder should not have defaulted in repayment against any loan or credit facility availed from any Bank/Financial Institution in last three years.	Certificate(s) from all the Bankers/FIs from where the Bidder has availed any Loan/credit facility
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**Notes:**

1. All the bidders shall submit an indicative Business Plan and financial projections for a period of 15 years.
2. All the bidders are required to make a presentation before a Committee (to be constituted for this purpose) about their Institution; experience including managing any Pack House, Cold Storage, cold chamber or warehouse; Operation and maintenance strategy for the IPH Facility; Business plan; Human resource management; sustainability etc, which will form a critical part for Technical Evaluation. Other issues like Post Harvest Management, forward & backward linkage Forecast, Marketing Strategy, Revenue potential etc shall also be covered during such presentation. It may be noted that this presentation will also form a critical basis for Technical Evaluation. In addition, bidders are required to submit both soft copy and minimum three hard copies of the Presentation to the Committee immediately after opening of Technical bids.
3. The Authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the Authority's decision shall be final in this regard.
4. The technically qualified bidder whose offer comes highest would be the preferred bidder for awarding the contract as per scope of work mentioned in this document. However, the decision of the Authority will be final in view of competitiveness and strength of bidders.
5. The Authority reserves the right to reject the financial bids in case of receipt of low bid.
6. The Authority reserves the right to reduce the eligibility criteria or qualification marks for Technical Evaluation in case of receipt of less number of qualified bids and the Authority's decision shall be final in this regard.



### 1.2.5 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on the following technical score weightage.

S. No	Criteria		Weightage
	Sub-Criteria	Sub-Criteria	
1.	Past Experience of the Bidder		<b>30</b>
1.1	Experience of Bidder in Agro industries or fruit and vegetable processing and marketing (in number of years on the RFP issue date)	<b>(Maximum 10 Mark)</b>	
		i. 3 to 5 years	5
		ii. 5 to 10 years	7
1.2	Experience of having minimum annual turnover from managing IPH or Cold Storage or cooling chamber or warehouse at least once in last three financial years ending March 2019.	<b>(Maximum 20 Marks)</b>	
		i. Bidders having prescribed annual turnover from IPH/Cold storage/ cooling chamber/warehouse = 10 marks	20
		ii. For each additional 5 lakh annual turnover = 1 marks (maximum 10 points)	
2.	Financial Strength of the Bidder		<b>25</b>
2.1	Average Annual turnover during the last three financial years as on 31.03.2019 in Agro Industries or Fruits & Vegetables processing and marketing	<b>(Maximum 15 Marks)</b>	
		i. Bidders having prescribed turnover as per the RFP = 10 Marks	15
		ii. For each additional turnover of Rs. 50 lakh = 1 mark (Maximum 5 marks)	
2.2	Net worth of the bidder as on the RFP issue date	<b>(Maximum 10 Marks)</b>	
		i. Bidders having prescribed Minimum Net Worth as per RFP=5 Marks	
		ii. For each additional Net Worth of Rs. 50 lakh = 1 Mark (Maximum 5 marks)	10
3	Qualified Manpower with the Bidder for Operation & Management of IPH		<b>10</b>

4	Registrations of the bidder		<b>10</b>
4.1	Copy of valid Registration Certificate from APEDA or MPEDA or FSSAI or similar authority or FPO registration		4
4.2	Registration under labour law		2
4.3	Registration with Employee's Provident fund Organisation		2
4.4	Employee State Insurance Registration		2
5	Bidder's Proposal: Understanding of TOR, Business plan, Operation Strategy, Expertise		<b>10</b>
6	Technical Presentation. Covering: about the organisation, proposed Investment, Business Plan, procurement plan, Operation & Management Strategy for management of IPH etc.		<b>15</b>
	<b>Total</b>		<b>100</b>

Bidders who scores more than **70% marks in Technical evaluation** shall be considered for further evaluation. The technically qualified bidder quoting **highest Lease Rental for the first year** of the lease would be the selected bidder for awarding the contract as per scope of work mentioned in this document. The lease amount will have **fixed annual escalation at 3% throughout the lease period.**

#### 1.2.6 **Proposal Preparation Cost/Cost of Bidding**

Bidder shall be responsible for bearing all costs and expenses associated with the preparation of its proposal, submission of its Bid and participating in the bidding process. Authority shall not be responsible or any way be liable for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

#### 1.2.7 **Project Inspection and Site visit**

The Bidder at his own risk and responsibility can visit the project site and examine the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, market conditions and any other matter/obtain all information that may be considered relevant and necessary for preparation and submission of the Bid. Any disputes

regarding the above shall not be entertained later. The costs of visiting the site shall be borne by the bidder. The Authority shall not be liable for such costs on this account regardless of the outcome of the bidding process.

#### **1.2.8 Due Diligence**

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required as per this RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

#### **1.2.9 Only One Proposal**

Each bidder will submit only one proposal. Alternative bid is not allowed.

#### **1.2.10 RFP Document Fee**

The cost of the RFP document **Rs.10,000/- (Rupees Ten Thousand only)** shall be payable in the form of a Demand Draft drawn in favour of "Director of Horticulture" payable at Bhubaneswar. This Demand Draft towards cost of Bid/RFP document shall be **Non-Refundable** and has to be submitted along with the Bid.

#### **1.2.11 Taxes**

- (a) The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).
- (b) Operating Agency has to take care of all GST, stamp duty for registration, electricity bill, water supply, waste management, charges and levies for obtaining various certificates and their renewal related to operation of the Hot water Treatment Plant including statutory compliance for the employees as per prevailing rules & labour laws.

### **1.3 Bidding Instructions**

#### **1.3.1 Brief Description of Bidding Process**

The proposal/bid against the RFP would be completed through single stage two envelope systems:

##### **A. Request for Proposal (RFP) -**

RFP comprises of following two parts as briefed below:

##### **a. Part 1: Technical Proposal/Bid**

- The Technical Bid of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.
- Bidders are requested to refer Clause 1.2.4 & 1.2.5

**b. Part 2: Financial Proposal/Bid**

- Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and evaluated.
- Bidders quoting highest Lease Rent (exclusive of applicable taxes) i.e. **H1** on year to year basis for the proposed assignment of 5 years among technically qualified bidders shall be selected as successful bidder.
- Bidders are requested to refer Clauses 1.3.8 & Section-6.

**B. Proposal validity shall be as per duration specified in Clause 1.16**

1.3.1.1 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by "**Authority**" as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Authority. All Proposals shall be prepared and submitted in accordance with such terms. There should not be any overwriting allowed in the Financial Bid.

1.3.1.2 Authority reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

**1.3.2 Special Instructions for Preparation of Proposal**

- i. **Language** :The proposal/Bid prepared by the Bidder, as well as all supporting documents relating to the Bid and all correspondences exchanged by the Bidder and Director of Horticulture shall be written in English language only.
- ii **Currency** :Bidders shall express the price of their Financial Proposal in India Rupees (INR) only. In addition, all amounts payable shall be in Indian National Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Authority, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.

- iv. The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder. Any such corrections, interlineations or overwriting must be initialed by the Authorized Representative of the bidder. There should not be any overwriting in the financial bid. Authority's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
  - The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required and its technical and financial implications.
  - While making the proposal, the bidder must ensure that they provide all the information as sought for by the Authority, failing which the proposal shall be considered as non-responsive.
  - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions as specified in the RFP.
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
  - a) made a complete and careful examination of terms and conditions / requirements and other information as set forth in this RFP document;
  - b) received all such relevant information as it has been requested from Authority; and
  - c) made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Bid Due Date. However, Authority reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.
- viii. Authority shall not be liable for any mistake or error or neglect by Bidder in respect of the above.

- ix. Authority reserves the right to reject any or all proposals without assigning any reason(s) whatsoever.
- x. Authority also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reason(s) for the same.
- xi. Authority reserves the right to verify any or all information furnished by the Bidder.
- xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

#### 1.3.3 **Authentication of Bid**

Copy of the Bid shall preferably be printed through computer and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder's signatory duly executed by the Bidder in the format set forth in Form-T4 (if applicable) hereto. The person signing the bid shall initial all pages of the bid. Attested copy of Resolution to participate in the Bid by Board or Management Committee in case of a company or Society/Co-operative Society respectively must be enclosed.

#### 1.3.4 **Submission of Queries**

Any queries or request for additional information concerning this RFP shall be submitted by email within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

**Contact Person:** Director of Horticulture

**Contact Number:** Phone No.0674-2551831

**Email for communication:** [supportdho.od@nic.in](mailto:supportdho.od@nic.in).

The email subject / communication shall clearly bear the title as "Queries / Request for Clarification: Operation and Management of Hot water Treatment Plant"

The Bidder shall mention the name of firm and contact details of their representative on the envelope/email while sending queries:

The queries should necessarily be submitted in the following format:

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Point of Clarification

Any requests for clarifications after the bid submission date shall not be entertained.

### 1.3.5 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which the Authority may hold at its own discretion; Authority may amend the RFP document. The clarifications to the list of queries along with addendums, if any, will be uploaded on the websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of bid, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum".

### 1.3.6 Bidder's submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the clause 1.2.4 (Eligibility Criteria)

### 1.3.7 Submission for Technical Proposal

Bidders are required to submit Technical Proposal/Bid as per the prescribed format as provided in Section-5 of the RFP Document. Submission of wrong form of technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section 5.

The following Forms need to be submitted along with the technical proposal:

<b>Form</b>	<b>Title</b>	<b>Submitted (Yes/No)</b>
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Financial Capacity of Bidder with reference to Turnover to be certified by the Statutory Auditor or Chartered Accountant	
Form T4	Power of Attorney	
Form T5	Copy of Self-declaration in shape of Affidavit from Notary for not being black-listed by any Govt. Agency Undertaking in the last 5 years.	
Form T6	Copy of Self-declaration in shape of Affidavit from Notary that: i) He/She/It has not been convicted for an offence involving moral turpitude in the last five years; or ii) Charge filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Form T7	Anti-Collusion Certificate	
	Copy of valid Registration Certificate from APEDA for marketing /processing of agri-products on the last date for submission of bid.	
	List of qualified Technical and Non- Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO of the Institution	
	Past Experience of Bidder	
	Net-Worth Certificate	
	Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs	
	Proposal for proposed Investment, Business Plan and Operation & Management Strategy for management of Hot water Treatment Plant	



**NOTE:** In addition, the Bidder shall enclose copies of Documents/Statements indicated at "INFORMATION ABOUT THE BIDDER" but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

#### **1.3.8 Submission for Financial Proposal**

- i. The Financial Proposal shall be prepared using the specified Standard Form-F1 as per (Section 6).
- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- iii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- iv. The financial proposal shall be in the form of lump-sum amount (in the form of Lease Rent quoted in INR to be paid to Director of Horticulture per year exclusive of applicable taxes for each year during 5 year lease period).

#### **1.4. Preparation and Submission of Bids**

##### **1.4.1 Preparation of Bids**

- a) Bidders should take into account all clarifications / corrigendum(s) / addendums to the RFP document published before preparation and submission of their proposals.
- b) Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

##### **1.4.2 Submission of Bids**

The bids shall be submitted through **SPEED POST / REGISTERED POST / COURIER** under two cover system i.e., viz., Technical Proposal/Bid (Cover-I) and Financial Proposal/Bid (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission.

The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

**1) Cover - I Technical Bid :**

- RFP Document Fee and Bid Security as applicable.
- The documents as specified in clause 1.2.4 of this RFP are to be self-attested (wherever applicable) and furnished by the Bidder (i.e. checklist and Form T1 to T7) and other documents, for which no specific format have been devised.
- Signed copy of the RFP.
- All required documents

**2) Cover – II Financial Bid:**

The format-F1 as specified in Section-6 of this RFP has to be furnished by the Bidder.

**1.5 Modifications/ Withdrawal of Proposals/Bids**

Bids, once submitted can neither be modified nor withdrawn in the interval between the deadline for submission of bid (Bid Due Date) and the expiration of the bid validity period. In the event of withdrawal of the proposal by bidder, the Bid Security will be forfeited by the Authority.

**1.6 Last Date of Submission of Bid**

The Bids must be received at the specified address, latest by the **Bid Due Date** for submission of Bids specified in Bidder Data Sheet. In the event of the specified date which is stipulated as the **Bid Due Date** is declared as a holiday for Director of Horticulture, the Bids will be received up to the appointed time on the next working day.

**1.7 Late Bids**

Any Bid received after the **Bid Due Date** prescribed by Authority will be summarily rejected and returned unopened to the Bidder. Authority shall not be held responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence in this regard shall be entertained by the Authority.

**1.8 Opening of Proposal**

The Authority reserves the right to reject any Proposal which does not contain the information / documents as set out in this RFP.

**Stage 1: Opening of Cover 1 (Technical Proposal/Bid)**

The documents in Cover I submitted by respective bidders will be opened in the office of Director of Horticulture on the date and time stipulated in the "Bidder Data Sheet", processed & scrutinized to determine Non-Responsive Proposals. Prior to evaluation of Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- is received by the proposal due date pursuant to point 14 of the Bidder Data Sheet,
- is submitted in accordance with Clause 1.4.2,
- is accompanied by the Power of Attorney as specified in Form- T4, as applicable,
- accompanied by Bid Processing Fee and Bid Security as applicable,
- contains all the information as requested in the RFP;
- all pages of the Proposal be chronologically numbered irrespective of their contents and be signed by bidder or by the Authorized representative of Bidder,
- contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any financial information.
- Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by the Authority in respect of such Proposals.
- Authority would subsequently examine and evaluate Proposals in accordance with the selection process specified at Point. 6, 25 & 27 of "Bidder Data Sheet and the criteria & bid Evaluation parameters as set out in Clause 1.2.4 and 1.2.5 of this RFP.

#### **Stage 2 : Opening of Cover 2 (Financial Proposal)**

After the technical evaluation, Authority would prepare a list of technically qualified Bidder(s) in terms of Clause 1.2.4 and 1.2.5 for opening of their Financial Proposals/Bids. Authority will not entertain any query or clarification from Bidder(s), who fail to qualify at any stage of the Selection Process.

The financial evaluation would be carried out in terms of Clause 1.9.2

### **1.9 Evaluation of Proposal**

#### **1.9.1 Technical Evaluation**

The Technical Proposal of bidders will be opened in presence of the authorised representative of the bidders, who choose to remain present and be evaluated for compliance with the qualification criteria as defined in

clause 1.2.4 of the RFP. The technically qualified bidders as per clause 1.2.5 would only be considered for evaluation of Financial Proposal/Bids.

**1.9.2 Financial Evaluation and Selection of Bidder**

Financial Proposal of technically qualified bidders (as indicated in clause 1.9.1) will only be opened and evaluated. Bidders quoting Highest Annual Rent on yearly basis continuously for 5 (five) Years lease period (as per Form F1) among technically qualified bidders shall be considered as **H1 bidder** and be identified as the **“Selected Bidder”**.

**1.9.3 Further Information**

Authority retains the right to ask for any further information, document or clarification that may be required from the Bidder for and during the evaluation purposes.

**1.9.4 Authority's Right to acceptance any Proposal and to reject any proposal**

Authority will accept a Proposal/Bid, which will be best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final on these aspects. The Authority also reserves following rights without any kind of liability or any obligation to inform the affected Bidder(s) of the ground of action for Authority's action.

- a) To accept or reject any or part of any RFP or all the tenders without assigning any reason thereof.
- b) Not to accept the highest tender or assign reasons for not accepting the highest RFP.
- c) Not to proceed ahead in the RFP or bidding process without assigning any reason thereof at any stage.

**1.10 Letter of Award**

After selection of the H1 bidder, it shall be published in the Notice Board of Director of Horticulture within 7 days of selection and a Letter of Award (the “LOA”) shall be issued in duplicate by the Authority to the Selected Bidder within next 10 days and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, will appropriate Bid Security of such Bidder as reasonably seems genuine towards estimated loss and damage suffered by the Authority on account of failure of the Selected

Bidder to acknowledge the LOA. Consequently, the next eligible Bidders in the order of H2 and H3 may be considered for issue of LOA at the discretion of the Authority.

**1.11 Execution of Lease Agreement**

After receipt of acknowledgement of the LOA as aforesaid from the Selected Bidder, the selected bidder and the Authority shall execute an Agreement in the form prescribed at **Section-7** no later than 15 days of acknowledgement of the LOA by the selected bidder. The selected bidder shall have to furnish the Performance Security along with any other documents, as may be stipulated, by the Authority (Director of Horticulture) before execution of Agreement. The Selected Bidder shall not be entitled to seek any deviation in the Agreement to be executed.

**1.12 Implementation Process and Contract Period**

The date on which the Agreement will be signed between “Authority” and Selected Bidder will be identified as the ‘Commencement Date’;

**1.12.1 Mobilisation Period**

The Agency will be granted a 10 calendar days from the date of signing the Lease Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed or 10 days from the signing of Lease Agreement, whichever is earlier, will be identified as the ‘Effective Date’.

**1.12.2 Contract Period**

The Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of 15 years.

**1.12.3 Payment Terms and Enhancement**

The Operating Agency or Lessee has to pay the Annual Lease Rent in advance for the 1<sup>st</sup> year of lease (to cover one year from the Effective date) before execution of agreement and for subsequent years, the Operating Agency will be liable to pay the lease rent in advance (within 7 days before expiry of the each year of operation) during the lease period. The Lease Rent for 2<sup>nd</sup> year and for subsequent years will have fixed annual escalation at 3% throughout the entire lease period.

1.12.4. The applicable taxes including service tax on the agreed lease rent shall have to be borne and be payable by the Operating Agency.

1.12.5. In case of default in payment of any yearly lease fee, the Operating Agency shall be liable to pay interest at the rate of 12% per annum for the delayed period (calculated on daily basis). However, in case the delay is beyond three

months, the same shall be considered to be a default of the terms and conditions of the agreement in which case the agreement shall stand cancelled and the Operating Agency shall vacate and hand over the possession peacefully of the IPH with the infrastructures to Director of Horticulture. In such cases performance security shall also stand forfeited.

- 1.12.6 The lease amount will have fixed annual escalation at 3% throughout the lease period

### 1.13 Performance Security

- 1.13.1 Within 7 days of receipt of the Letter of Acceptance, the selected Bidder shall deliver to the Authority, a Performance Security for an amount **Rs.10,00,000/- (Rupees Ten lakhs only)** in favour of "Director of Horticulture from its existing Bank Account with any scheduled Commercial Bank operating in Odisha or from a new Bank account opened with any scheduled Commercial Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and the Performance Security should be valid at least for a period of 3 months following the expiry of the Contract Period - 15 years, i.e, valid for 15 years and 3 months [to cover the amount of liquidated damages and/or the compensation for breach of contract]. Failure of the successful Bidder to comply with the requirements of Sub-clause 1.13 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

- 1.13.2 The performance security is intended to secure the performance of entire Contract/ Agreement. Further, the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document/Agreement.

- 1.13.3 Should the contract period, for whatever reason is extended, the Operating Agency, shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

#### 1.13.4 Appropriation of Performance Security

Performance Security submitted by the Operating Agency shall be forfeited, if the Operating Agency fails to commence operations as per the requirements of this RFP.

In the event the Operating Agency fails to perform any or all of its obligations under the proposed Lease Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Operating Agency.

Upon occurrence of an "Operating Agency Default" or failure to meet any condition as per the Agreement, the Authority shall, without prejudice to its

other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Operating Agency Default or failure to meet any Condition Precedent.

Upon such appropriation from the Performance Security, the Operating Agency shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Operating Agency shall be entitled to an additional Cure Period of 15 (fifteen) days for remedying the Operating Agency Default or to meet any Condition Precedent, and in the event of the Operating Agency not curing its default or fails to meet such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages and to terminate this Agreement.

Upon default in payment of any yearly lease rent (to be paid in advance for 2<sup>nd</sup> year and onwards within 7 days before expiry of each year of operation during the entire lease period starting from the "Effective date") along with applicable taxes and interest thereon beyond three months, the agreement shall stand cancelled and the performance security shall stand forfeited.

#### 1.13.5 **Release of Performance Security**

Performance Security submitted, will be returned to the Operating Agency subject to the Authority's right to receive or recover, appropriate amounts, if any, due without any interest within 90 days after completion of Contract.

#### 1.14 **Bid Security**

1.14.1 Proposal should necessarily be accompanied by Bid Security for an amount of **Rs.1.00 lakh (Rupees One Lakh only)** through Demand Draft drawn in favour of "Director of Horticulture" payable at Bhubaneswar. The Bid Security shall be valid for a period of Ninety days from the date of opening of the bid.

1.14.2 Tenders without **Bid Security** are liable to be rejected.

1.14.3 Authority at its discretion may retain the Bid Security of H1, H2 and H3 successful bidders till Performance Security in shape of Fixed Deposit duly pledged in favour of Director of Horticulture, is furnished and agreement is executed by the finally selected H1 bidder Bid Security of other unsuccessful Bidder (s) will be returned within 45 days from the date of award of contract.

1.14.4 The Bid Security shall be forfeited by Authority in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.

- b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- c) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of proposal during the validity period or any extension thereof.
- d) If the bidder tries to influence the Authority during the evaluation process.
- e) In the case of Selected Bidder, fails within the specified time limit -
  - to accept the LoA; and
  - to furnish the Performance Security; and
  - to sign and execute the Lease Agreement.
  - in case the Selected Bidder commits any breach prior to furnishing the Performance Security or prior to execution of the Lease Agreement.

#### **1.15 Power of Attorney**

The Bidder should submit a Power of Attorney in the format specified at Form-4 of Section 5 authorizing the signatory of the Proposal to commit the Bid.

#### **1.16 Proposal Validity**

Bids shall remain valid for a period of **90** days from due date of bid submission as mentioned in the Bidder Data Sheet. During this period, bidders shall ensure the availability of Authorized Representative nominated in the Proposal and also the financial proposal shall remain unchanged. The Authority will make its best effort to complete the selection process within this period. Authority reserves the right to reject a Bid as non-responsive, if such Bid is valid for a period, which is less than period specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder. Bidders are requested to refer "Bidder Data Sheet" for applicable duration validity.

#### **1.17 Extension of Period of Validity**

In exceptional circumstances, Authority may solicit bidder's consent for an extension of the period of Bid validity. Any such request by Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Authority's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of Director of Horticulture shall not be permitted to modify its Bid.



## 1.18 **Conflict of Interest**

Bidders and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection as Operational Agency under any of the circumstances set forth below:

- a. **Conflicting Assignment:** A bidder or any of its affiliates shall not be engaged for any Assignment that, by its nature, may be in conflict with this Assignment of the bidder to be executed for the same Employer. However, this will be limited to affiliates in India.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of
  - i. the preparation of the Terms of Reference of the Assignment/job,
  - ii. the selection process for such Assignment/job, or
  - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

## 1.19 **Corrupt or Fraudulent Practices by the Bidder**

The Authority desires to observe a high standard of ethics during the procurement, process and execution of Lease Agreement. In pursuance of this clause, the Authority

- will not accept, on the contrary reject a proposal for award, if it determines that the Bidder recommended for award, has directly or indirectly or through an agent engaged in corrupt or fraudulent practices in competing for the RFP in question.
- The Authority will declare the bidder ineligible for a stated period of time, to be awarded a contract by Director of Horticulture, if it at any time, it determines that the bidder has engaged in corrupt or fraudulent practices in competing for the RFP or during execution.

"Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract/agreement and includes

collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**1.20 Prohibition against collusion amongst bidder(s)**

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Bid Security, at Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in Form- T7 under Section 5 of the RFP document.

**1.21 Ownership and Protection of Property**

- a) Authority shall retain the title, ownership and control of any site allotted by Authority to Operating Agency for purposes of carrying out Operating Agency's obligations under a lease agreement in relation to operation, maintenance and management of the Facility. Such title and ownership of Authority of any such site shall not pass to Operating Agency.
- b) For the purpose of this contract, the Operating Agency shall have rights to the use of the site as sole Operating Agency and protect the asset created by Authority subject to and in accordance with the contract.
- c) Upon expiry or earlier termination of the contract, Operating Agency shall transfer the possession of all the assets created or implemented by the Authority at the Project Facility in good condition except due to natural wear and tear under the provisions of this contract.
- d) Agency shall allow free access to the Project Facility within 48 hours of receipt of written notice in this regard for the authorized representatives of the Authority and from the persons duly authorized by any Government authority to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Operating Agency shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

**1.22 Further Terms**

- 1.22.1 The terms and conditions with respect to this RFP document are subject to such further refinement, clarification and modification as may be required to be made by Authority during the bidding process or at the time of signing of Agreement.
- 1.22.2 Lease Agreement shall be signed between Director of Horticulture, the Authority and Successful Bidder as Operating Agency incorporating terms of the RFP as directed by Director of Horticulture. At the time of signing such

agreement, Operating Agency shall acknowledge taking peaceful possession of Facility "on as is where is basis" after signing on the list of assets (as listed in Section-4) required for operations, maintenance and management of the Facility as per the provisions of the Agreement. No disputes related to assets or its working shall be entertained after the agreement has been signed and any problem, defects or deficiencies arising earlier or later during the subsistence of the Agreement shall be made good by Operating Agency at its own cost and expenditure.

1.22.3 Operating Agency shall also hand over the evidence of having insured the Facility as per the provisions of this RFP.

**1.23. Any other**

1. Farmers training: The Operating Agency shall allow training of farmers as per instruction of Authority as and when required.
2. The Operating Agency should obtain prior permission of the Authority for publication any material and advertisements etc concerning the Hot Water Treatment Plant.

**1.24 Interpretation of Documents:**

- i. Authority will have the sole discretion in relation to:
  - a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
  - b) all decisions relating to the evaluation of Proposals.

Authority will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

- ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Lease Agreement, the documents shall be given the following priority:
  - a) Lease Agreement,
  - b) Information and Instructions to Bidder.

iii. Authority reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

**1.25 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders, who have submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

## **SECTION-2**

### **2. KEY CLAUSES IN LEASE AGREEMENT**

#### **2.1 Sub-Contracting**

The Operating Agency shall itself perform its obligations under this arrangement and shall not assign or transfer or sub-contract any of portion of work, its rights and obligations under this agreement to any third party without the prior written permission from competent Authority (Director of Horticulture) in case of emergency requirements.

#### **2.2 Damages for breach of maintenance obligations**

In the event that Operating Agency fails to repair and rectify any defect or deficiency in the Hot Water Treatment Plant Facility brought to its notice vide complaint/ notice from Operating Agency's customers and/or Authority within a reasonable time commensurate with the nature of the defect or deficiency, Authority shall without prejudice to its rights under the lease agreement including termination thereof, be entitled to undertake such repair and carry out remedial measures at the risk and cost of Operating Agency and to recover its cost from Operating Agency.

#### **2.3 Insurance and Safety Requirements**

##### **2.3.1 Insurance during the contract Period**

The Operating Agency shall, at its cost and expense, purchase and maintain during the contract Period, such insurances as are necessary including but not limited to the following:

- a) Fire and allied natural calamities for the Facility at replacement value with the Authority as beneficiary;
- b) Re-insurance annually subject to [Re-instatement Value (RIV) Clause] for the Facility with Authority as beneficiary;
- c) Operating Agency's all risk insurance including theft, riots, fire, flood, earthquake etc.
- d) Insurance against business loss due to any hamper / shutdown of facility.
- e) Comprehensive third party liability insurance including injury or death to such third parties ,who may enter or are in the vicinity of the Project Facility;
- f) Workmen's compensation insurance;
- g) Any other insurance that may be necessary to protect the Agency, its employees and the Facility against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

Provided however that for the purpose of the insurance covers at items (a) and (b) the Authority shall provide the Agency with details of cost of assets to enable the Operating Agency to determine the necessary insure cover.

### **2.3.2 Application of Insurance Proceeds**

- a) Subject to the provisions of any financing documents used for financing the Facility if any, all moneys received under insurance policies shall be promptly applied by the Agency towards repair or renovation or restoration or substitution of the Project Facility or any part thereof, which may have been damaged or destroyed. The Operating Agency may designate the lenders, under the relevant financing documents, as beneficiaries under the insurance policies or assign the insurance policies in their favour as security for the financial assistance, provided that money received will be promptly applied for repairs and renovation of Project Facility first and the lenders can claim only on the remaining amount of such insurance policies.
- b) The Operating Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in a such manner that the Project Facility or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction except normal wear and tear.
- c) For insurance policies where the Authority is the beneficiary and where it has received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Facility shall be released by the Authority to the Operating Agency and balance, if any, shall be retained by the Authority.

### **2.3.4 Validity of the Insurance Cover**

The Operating Agency shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for the policy period. If at any time the Operating Agency fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this contract, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operating Agency forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

### **2.3.5 Safety Requirements**

- a) The Operating Agency shall in complying with the provisions of this tender comply with the Applicable Laws and terms of the Applicable Permits and confirm to Good Manufacturing Practice (GMP). The Agency shall develop, implement and administer a surveillance and Safety Program for providing a safe environment at the Facility and shall follow and comply with these minimum Safety Standards mentioned herein below throughout the contract

period and shall also provide additional safety measures as may be prudent and follow the relevant & ISO standards.

- i. The workers in the plant shall be adequately dressed to maintain body temperature to prevent cold stress.
  - ii. Workers' hands, fingers, feet, toes shall be covered with insulated moisture proof gloves and boots to protect from frostbite.
  - iii. Workers' gloves shall have adequate gripping surface for firm grip over the objects and boots shall be provided with no-slip sole to prevent slip and trip hazards.
  - iv. Ensure that chemicals in cold storage are stocked properly and with compatible materials. Take caution with dry ice and liquid nitrogen which can pose an asphyxiation hazard by displacing oxygen.
  - v. Forklifts and combustion equipment can cause fumes to build up in enclosed spaces – use only with proper ventilation.
  - vi. Lighting must be supplied through a constantly burning bulb or a light with an illuminated switch located inside the cold room.
  - vii. Floors in the cold storage shall be covered with Non-slip flooring mats to protect workers in wet areas.
  - viii. Ensure that the door of the cold storage can be locked from the outside only if the inside release mechanism of the door is provided and functioning.
  - ix. Provide warning signage on the door and audible and visible signal systems inside the room that are tested daily.
- b) The safety audit of the operations at the Facility may be conducted by the Authority/authorized representative of the Authority and by the Operating Agency in accordance with safety requirements and GMP once every month throughout the Contract Period.
- c) Operating Agency shall take actions necessary for securing compliance with the general safety standards. In the event such action is not taken, the Authority is entitled to promptly take such safety measures as deemed necessary at the risk, cost and responsibility of the Operating Agency. Repeated failure by the Operating Agency to comply with safety requirements after adequate notice will be deemed to be an Event of Default.

#### **2.3.6 Expenditure on Safety Standards**

All costs and expenses arising out of or relating to meeting the Safety Standards and all additional expenditure incurred for the safety of the site and operations hereto shall be borne by the Operating Agency.

### **2.4 General RFP Conditions**

#### **2.4.1 Use of the Facility**

The Operating Agency shall not without prior written consent or approval of the Authority use the Facility for any purpose other than for the purposes of operations, maintenance and management of the Facility and for providing

the Services and purposes incidental thereto as permitted under this RFP or as may otherwise be approved by the Authority.

#### **2.4.2 Rights and Title over the Facility**

The Operating Agency hereby assures and undertakes that:

- a) Operating Agency shall have rights to the use of the Facility only in accordance with the provisions of lease agreement.
- b) Operating Agency shall allow access to and use of the Facility, without any demand or pre condition, for telegraph lines, electric lines or such other utilities and public purposes including as the Authority may specify at the Authority's sole discretion.
- c) Operating Agency shall not part with or create any encumbrance on the whole or any part of the Facility and shall not place or create nor permit any Contractor or other person to place or create any encumbrance or other interest over all or any part of the Project Facility, save and except, as may be expressly provided in this contract.
- d) The Project Facility is being granted to the Operating Agency purely on a lease basis for the specific purpose of operations, maintenance and management of the Facility, which shall during the subsistence of this remain contract property fully controllable by the Authority. Under no circumstances shall this contract create any interest of the Operating Agency in the property of any nature analogous to ownership, partial or full title.

#### **2.4.3 Existing Structure and Surroundings of the Facility**

The Operating Agency shall have to ensure that any activity of the Agency in the Project Facility during the contract Period does not cause any damage to existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Operating Agency directly / indirectly or due to negligence shall have to be borne by the Operating Agency.

#### **2.5. Termination Clause**

The Authority shall have the right to terminate the contract at any stage without giving any notice, in case competent authority of Director of Horticulture is satisfied that the Operating Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc. In such case performance security shall be forfeited. However, the contract or agreement can be terminated by both Director of Horticulture and the Operating Agency by serving 180 days' notice on the other. In case the termination notice is served by the Operating Agency, it has to observe the standard operating procedure for a proper handover of infrastructure and other assets to Director of Horticulture.

### **2.5.1 Events of Default and Termination**

#### **2.5.2 Event of Default**

Event of Default means the "Operating Agency Event of Default" or the "Authority Event of Default" or both as the context may admit or require.

#### **2.5.3 Operating Agency Event of Default**

Any of the following events shall constitute an event of default by the Operating Agency ("Operating Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- 1) Operating Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc. Any representation made or warranties given by Operating Agency under this contract are found to be false or misleading. (as set out in Clause 2.5 hereto)
- 2) Operating Agency creates any Encumbrance on the Project Facility in favour of any person save and except as otherwise expressly permitted under the lease agreement.
- 3) Operating Agency sub-lets or sub-contracts the Project Facility to any party for use other than for itself.
- 4) Operating Agency has failed to pay yearly lease rent (to be paid in advance for 2<sup>nd</sup> year and onwards within 7 days before expiry of each year of operation during the entire lease period starting from the "Effective date") along with taxes and interest thereon beyond a maximum period of three months or has failed to make any other payment due to the Authority under the lease agreement and the default has been for more than 90 days.
- 5) Operating Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- 6) A resolution is passed by the shareholders of the Operating Agency for the voluntary winding up of the Operating Agency.
- 7) Any petition for winding up of the Operating Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Operating Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operating Agency under the lease agreement and provided that:
  - a. the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this contract;
  - b. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a



- credit worthiness at least as good as that of the Operating Agency as at the Effective Date; and
- c. Each of the Project Agreements remains in full force and effect.
- 8) Operating Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
  - 9) Operating Agency suffers an attachment being levied on any of its assets causing a Material Adverse effect on the contract and such attachment continues for a period exceeding 90 days.
  - 10) Operating Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of the lease agreement.
  - 11) In case of non or poor maintenance of Project Facility.
  - 12) In case of insolvency of the Operating Agency.
  - 13) Substantial shortcoming is observed in achieving the estimated revenue as shown in Business Plan for continuous three years will be considered as "default" and contract shall be terminated.

#### **2.5.4 Authority Event of Default**

1. The authorized representative of the Authority instructs the Operating Agency to delay the process of works or to temporarily stop the operation and the instruction is not withdrawn within a continuous period of 30 days.
2. The Authority is closed by any Notification of the State Government other than for a reconstruction or amalgamation.
3. If the Contract is terminated the Operating Agency shall stop work immediately, make the Site secure and hand over all the assets of the Authority under its control and leave the Site as per the provision of the contract.
4. The Operating Agency shall not be liable for any penalty for delay or for failure to continuously perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, earth quake, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Operating Agency shall within Ten (10) days from discontinuance of operation on such account notify the Authority in writing of the cause of delay. The Authority shall verify the facts and grant such extension, if circumstance justify.
5. The Authority does not hand over the physical possession of Project Facility on "as is where is basis" to the Operating Agency free from any encumbrance not later than the Effective Date.
6. The Authority does not provide unhindered access to the Operating Agency and its personnel during the contract period subject to conditions of contract.

#### **2.5.5 Termination due to Events of Default**

##### **2.5.5.1 Termination for contract Event of Default by Operating Agency**

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default on the part of the Operating Agency, Authority shall be entitled to

terminate this contract by issuing a Termination Notice of 180 days in writing to the Operating Agency. Further the Authority shall be entitled to forfeit / encash the Performance Guarantee, only in case of default on part of the Operating Agency.

#### **2.5.5.2 Termination for contract Event of Default by Authority**

In Any other circumstances other than default by the authority, if the operating agency decides to terminate the contract, the performance guarantee will be forfeited. The operating agency has to provide prior notice of 180 days to terminate the contract.

#### **2.5.6 Payment upon Termination**

2.5.6.1 If the Contract is terminated because of a fundamental breach of Contract by the Operating Agency, the Authority or its authorized representative shall issue a certificate for the value of damage made to the assets and equipment(s) or for any amount receivable from the Operating Agency. The same shall be paid by the Operating Agency separately with taxes and levies, as the case may be, or can be appropriated from the Performance Security available with the Authority.

2.5.6.2 If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Operating Agency shall issue a certificate for the value assets created on its own to the Facility, as may be necessary for improvement in operation and performance of the Facility as a whole and leaves the same either being not separable without causing any damage or loss to the property of the Authority or the Authority so desires to retain the same within its Facility at a value at the discretion of the Authority. Any other amount remains payable or reimbursable to the Operating Agency shall be payable by the Authority.

#### **2.6 Operation and Management Obligations of the Operating Agency**

During the contract Period, the Operating Agency shall operate, maintain and manage the Project Facility successfully in accordance with this agreement and ensure maximum capacity utilization while maximizing revenue at the same time. The rights and obligations of the Operating Agency, inter alia, include the followings:

##### **2.6.1 Operational Requirement:**

- a) Once the Project Facility "on as is where basis is" is handed over, the Operating Agency shall carry out complete overhauling, maintenance and replacement of equipment parts, as may be necessary, at their cost.
- b) The Operating Agency shall at its own cost and expense; use, operate, maintain and manage the Facility in accordance with the provisions and scope of work of this RFP/Agreement and Applicable Laws.
- c) The Operating Agency should ensure maximum capacity utilization of the plant and shall bring in, adopt and effect suitable innovative methods to enhance operational efficiency of the Hot Water Treatment Plant Facility.

- d) Purchase and maintain adequately required spares, materials and other consumables for continuous & regular operation and maintenance of all the equipment(s) of the Facility at all times such that the condition of machines remain as original subject to natural wear and tear only due to the regular/normal operation.
- e) In case of disruption or breakdown, takes immediate measures to repair and rectify the defects in the Facility to bring it to normal operational conditions.
- f) Carrying routine and periodic preventive and corrective maintenance of the Facility.
- g) Procure and maintain in full force and effect, as necessary, appropriate rights, licenses, agreements and permissions for materials, methods, processes and systems used in or as applicable under various laws to the operation and maintenance of the Project Facility.
- h) Apply, coordinate and obtain various approvals/certifications and accreditations for the facility and production batches as required and copies of which shall be provided to Authority.
- i) Have requisite organization and designate & appoint suitably qualified technical/professional and skilled manpower as per industry and labour norms at its own cost and responsibility to implement the contract of operation, maintenance and management of the Facility and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this arrangement and in doing so abide by all the Applicable Laws including Labour Laws.
- j) Meet the cost for business development, office work, house-keeping, maintenance of buildings, equipment (s), utilities, assets security and all other requirements incidental and pertaining to operation, maintenance and management of the project facility.
- k) Operating Agency shall ensure that any existing utility on, under, above, adjacent, adjoining or near the Project Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.
- l) Operating Agency shall be entitled to bring in, make additions to and take back any equipment and assets brought in by the Operating Agency for the operations and management of the Facility. In case it requires removing or replacing any equipment or assets forming part of the Facility in order to carry out its obligations, it may do so with approval of the Authority.
- m) During the warranty period of the equipment(s) and machineries forming part of the facility, operate the Facility so as to ensure compliance with the requirements of the Equipment Supplier's Manual.

#### 2.6.2 Service Delivery Standards:

- a) Ensure and adopt industry best practices for operation of IPH and maintenance for all equipment(s) as per manufacturer's manual and warranties in a way that the condition of equipment(s) are not deteriorated beyond natural wear and tear and for operation, maintenance and management of the Facility as a whole.
- b) Remove promptly upon installation and according to Good Industry Practice, all waste materials, rubbish and other debris from the Project Facility to keep the site in a neat and clean condition at all times.
- c) Develop, implement and administer a Surveillance and Safety Program for the plant and the users thereof and the Operating Agency's personnel engaged in the provision of any services including correction of safety violations & deficiencies and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- d) Comply with Safety standards as given and ensure safety and security of the Project Facility during the Contract Period.

### 2.6.3 **Financial Obligations:**

- a) Ensure deposit the Annual Lease Rental with the Authority in advance (within 7 days before expiry of the each year of operation from the effective date) during the lease period.
- b) Bear the cost of replacement and expenses incidental thereto for any loss/damage caused by any natural calamity or vandalism, theft and/or tempering of any asset at the Facility. Any loss to the Facility of any kind has to be reported to the Authority. The Operating Agency has to take up adequate insurance cover for the purpose whereby the insurance proceeds may be applied for meeting such replacement cost and expenses and shortfall, if any, shall be borne by the Agency.
- c) Operating Agency has to take care of all insurances, GST, statutory compliance to the employees, utility bills for electricity, water supply, waste management.
- d) Any expenses towards repair, maintenance, operations and marketing of the facility shall be to the account of the Agency during the contract Period. The Operating Agency can claim any manufacturer's guarantee / warranty to be effected if and as applicable for this purpose and the Authority shall coordinate with the manufacturer for this purpose.
- e) Meet all the finances required for operation of the Project Facility including payment towards electricity charges and water charges etc for the utilities consumed by it at the Facility based on the invoices issued by the concerned utility authority company/agencies at actual in a timely manner and fees to the local authorities, municipal property/utility taxes and any other levies etc.

- f) Meet all outgoings including any stamp duty (including stamp duty for registration of contract agreement), other duties, taxes, charges, levies, bills, penalties, etc. whatsoever during the subsistence of this contract shall be borne by Operating Agency.
- g) The Operating Agency will be responsible and liable for registration, compliance and payments under all applicable laws and shall comply with and make all statutory payments, contributions, taxes, fees, levies etc., as may be due and payable under such laws including, but not limiting to The Factories Act or The Shops and Establishments Act as applicable, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, ESI Act, 1948, The payment of Bonus Act 1965, The payment of Gratuity Act 1972, The Contract Labour (R&A) Act 1970, The payment of Wages Act, 1936, The Finance Act 1991 and The Minimum Wages Act, The Industrial Disputes Act.
- h) In no case, the Authority will be liable or required to make any payment whether to any Government authority or any person in connection with the employment of personnel by the Operating Agency in connection with the said services.
- i) The Operating Agency shall have to ensure that any activity of the Agency in the Project Facility during the contract Period does not cause any damage to existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Operating Agency directly / indirectly or due to negligence shall have to be borne by the Operating Agency.
- j) Indemnify Authority against all the losses, injuries and any kind of damage to the Hot Water Treatment Plant Facility and all its assets caused due to negligence, omission and commission of its employees or their activities.
- k) Operating Agency shall not part with or create any encumbrance on the whole or any part of the Facility and shall not place or create nor permit any Contractor or other person to place or create any encumbrance or other interest over all or any part of the Project Facility, save and except, as may be expressly provided in this contract.
- l) The Authority shall stand fully indemnified by the Operating Agency in respect of any claim or liability arising in respect of the labour or any employee engaged by the Operating Agency, whether on account of wages or otherwise, including the labour or employees engaged through the contractor (s) of the Operating Agency even if such a claim or liability arises during, or after the contract period.

#### 2.6.4 Others:

- a) The Operating Agency shall allow farmers training as per the instructions from Authority.
- b) The Operating Agency shall have to take permission from the authority for publication of any advertisement.

- c) Handover the premises with all the fixtures, fittings and all the equipment(s) as per inventory at the time of handing over and additions made, if any, as per contract in working condition at the time of cessation of contract/agreement
- d) The Operating Agency shall be entitled either during the term of this contract or on the Transfer Date, to remove and take away the additional facility or equipment(s) installed by it on its own and not forming part of the Project Facility, so handed over & shall also ensure that no damage to the property is made in the process of such removal of additional equipment, else the same may be handed over to the Authority at its discretion that too at the market price less depreciation and cost of repairs, which may be necessary to put it in a workable condition.
- e) Hand over the Project Facility with all equipment, fixtures, fittings and other assets forming part of the Facility in working condition commensurate to the life of asset and hours of operation undergone by it at the time of expiry or early termination of the contract. The spares and consumables, if any, shall be replenished to the level found at the time of taking possession of the Project Facility by the Operating Agency.
- f) Ensure that Project Facility or any part of them are not used for any unlawful or anti-social activities and are used solely for the purpose of this contract during the contract period
- g) Attempt to mitigate any adverse environment, social and health impacts of the Facility on its employees, customers or any other stakeholders.

## **2.7 General Obligations of the Operating Agency**

- a) Business Plan submitted by the Operating Agency shall be part of final Agreement with Director of Horticulture. Director of Horticulture shall have the absolute authority for periodic performance monitoring during the contract period and Director of Horticulture shall have the authority to make suggestions for amendments / improvements in Business/Operational performance, if required.
- b) Shall also be responsible for other business potential like post harvest management of fruits and vegetables, marketing strategies, both for forward and backward linkage, regular and enhanced revenue flow under the proposed assignment and service.
- c) During the period of contract Operating Agency shall submit audited half-yearly/annual reports of each financial year to Director of Horticulture. Agency shall facilitate all necessary documents to Director of Horticulture / their representative. Director of Horticulture shall have the absolute right at its own discretion and intervals, as may be deemed fit, may seek any report(s) and inspect the facilities, documents, quality check, statutory compliances, if any etc.

- d) Take all reasonable precautions for prevention of accidents in and around the Project Facility and provide all reasonable assistance and emergency medical aid to accident victims.
- e) In the event of the Operating Agency undertaking packaging with its own branding/ logo/ identity, it shall be done in accordance with the guideline issued by APEDA / FSSAI / other statutory agencies. The quality of the products and packaging shall be the sole responsibilities of the Operating Agency.
- f) The Operating Agency shall at no time and under no circumstances employ person of unsound physical or mental health or below 18 years of age.
- g) The Operating Agency shall provide an employment card to each employee as required under the Contract Labour (Regulations and Abolition) Act, 1970.
- h) The Operating Agency shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by the Authority or by any Government Authority under these statutes/concerned Acts

## **2.8 Obligations of the Authority**

The Authority shall:

- a) Hand over the physical possession of Project Facility on “as is where is basis” to the Agency free from any encumbrance not later than the Effective Date.
- b) Provide unhindered access to the Operating Agency and its personnel during the Contract period subject to conditions of contract/agreement.
- c) Assist in getting various registrations and approvals from the Government authorities.
- d) Hand over to Operating Agency existing supplier manuals, warranties and guarantees in respect of equipment(s) and accessories present at the Facility.
- e) In the event of Authority creating any Encumbrance over or in respect of Project Facility or any part of it, the Authority shall ensure that the Encumbrance is subject to the rights of the Operating Agency under this tender.

## **2.9 Monitoring of Operation and Reporting Requirements**

### **2.9.1 Reporting Requirements**

During contract Period, the Operating Agency shall

- a) Furnish to Authority a report not later than 30 days after expiry of each quarter stating in reasonable detail about the condition of the Project Facility including its compliance or otherwise with general maintenance requirements, Suppliers Manual and Safety Standards.
- b) Promptly give such other relevant information of marketing development along with details of opening stock, total fruits and vegetables procured

for storage, sales made and closing stock of fruits and vegetables at the end of each quarter.

- c) Furnish any other report as may be required by the authorized representative of the Authority/Authority from time to time.
- d) Furnish Copy of audited half-yearly/annual account/report of the agency to the Authority at the end of each half year/financial year.

### **2.9.2 Inspection**

The Authority or any of its authorized representative (s) shall have the absolute right at its own discretion and intervals, as may be deemed fit, or periodically inspect the facilities, status of operation, documents, quality check, statutory compliances, if any etc. The authorized representative shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the status and level of operation, opening stock, fruits and vegetables received for storage and despatched including closing stock, defects or deficiencies in operation, problems and complaints of its customers, if any, issues related to safety & security and corrective measures/action taken thereto and along with any other relevant issues/material/information etc and send a copy thereof to the Authority and the Operating Agency, based on which remedial action may have to be initiated as and when necessary.

### **2.9.3 Review**

Besides review of the reports received from the Operating Agency and O & M Inspection Report furnished by the Authorised Representative of Authority as per Clause 2.8.2 by the Authority on its own, the Authority shall place the same before a Committee constituted for the purpose consisting Representatives from the office of the Deputy Directorate of Horticulture, Rayagada under the Chairmanship of Directorate of Horticulture at the end of each year to take review of adherence/compliance to the operational requirement, service delivery standards and meeting of financial obligations by the Operating Agency, present status of operation of the Facility including all other issues and suggest remedial/corrective measures for overall improvement of the operation and workings of the Facility and the Operating Agency and the Authority have to take actions, as may be necessary, in compliance thereof. However, in addition, the Committee shall review the performance of the Operating Agency three months before expiry of the Contract on each occasion to decide for future extension/renewal of the Contract with terms and conditions as may be deemed fit by the Authority/Committee.

### **2.10 Extension/Renewal of Contract**

The Lease period will be of 15 (fifteen) years. However, the Authority shall have the right at its absolute discretion to renew the Agreement for further terms of five years each subject to maximum two renewals. Further Extension or renewal will be subject to condition that the Operating Agency shall qualify all the following parameters and any other condition(s) including enhancement of lease rent at any rate over the stipulated annual escalation of



3%, if decided and stipulated by the Authority or Review Committee and agreed to by the Operating Agency at the time of such renewal or extension.

- a) Fulfilment of minimum Business Plan
- b) Use of property for the purpose for which it is meant
- c) Confirmation of the maintenance Standards
- d) Timely payment of Annual Rent and other dues.
- e) Timely submission of reports and corrective measures as suggested by the Authority or Committee.

The contract will start from the Effective Date, i.e, from the date of execution of Agreement. Director of Horticulture shall have right to terminate the contract in the event of breach specified in the RFP Documents/Agreement.

#### **2.11 Governing Laws and Jurisdiction**

The Contract shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to the Contract/Agreement.

## SECTION-3

### 3. **Project Facility**

Hot Water Treatment And Grading Facility For Mango , at Bhakurguda Farm with both financial assistance from Food Science & Post Harvest Technology of ICAR, the Government of India, New Delhi and utilising its own fund has established an Hot water Treatment Plant, with a total investment of Rs.207.90 lakhs during the year 2016-17. It could not run by the Executant under BOLT Scheme due to disagreement on certain issues concerning execution. However, the Facility is now complete in all respect and ready for commercial use. Details of the various facilities available at Hot water Treatment Plant are given Section-4 of this RFP.

#### 3.1 **Objectives for setting up of Hot water Treatment Plant at Bakurguda Farm, Rayagada**

- a) Establishment of a post harvest infrastructure facility meant for the nearby farmers while minimising their losses.
- b) Providing consumers good quality fresh fruits and vegetables at reasonable cost.
- c) Transparent mechanism for price setting and enhancing income of small farmers in and around the area
- d) Minimising quality deterioration and handling losses
- e) Adequate facilities for storage, grading, processing and packaging for both for domestic consumption and export.
- f) Developing major export centre for rapid perishable agro-commodities.

#### 3.2 **Location**

The Facility is situated at Bhakurguda Farm, Rayagda in the State of Odisha, the nearby area of which is one of the richest horticulture zone of the State having most suitable climate for production of tropical as well as sub-tropical vegetables. . Rayagada is situated on National Highway no.16 at a distance of 411 K.M. from the capital city Bhubaneswar which is connected with air with major cities. There is rail connection to the city. The Hot water Treatment Plant is situated at Bhakurguda Farm which is 8 K.M from Block Head Quarter Rayagada.

#### 3.3 **Capacity of the facility**

The capacity of Hot water Treatment Plant is 1 MT / Batch with other facilities like Hydro cooling cum surface moisture drying system, electronic grading unit, washing, brushing unit, feeding elevator , de-sapling tables, Hydraulic pallet handler etc. The details of facility having given in the Section – 4.

### 3.4 Purpose

Since, Director of Horticulture is not mandated to run the Facility itself, it has decided to engage any other Agency/Business enterprise of similar line to commercially run the facility. Accordingly, Director of Horticulture, the Authority is offering operational management of the FACILITY "on as is where is basis" for 5 years to start with and therefore proposes to invite bids through this RFP from any intending FPOs/ FPCs/ Companies/ Partnership Firms/Individual through tendering method from interested bidders for operation, maintenance and management of the said Hot water Treatment Plant.

### 3.5 Scope of Work

Odisha is an Agrarian State. Almost 70% population of the State is dependent on Agriculture. Odisha ranks 7th position as far as production of vegetables is concerned in National Level. Fruits and vegetables are mainly grown in various districts of Odisha namely Koraput, Bolangir, Kalahandi, Sonepur, Boudh, Nawarangpur and Malkanagiri, Kandhamal and Sambalpur. Sub tropical and temperate vegetables like Tomato, Capsicum, Cabbage, Cauliflower, Carrot, Beat, Beans, Pea, Cucumber, different types of gourds are grown in the state throughout the year.

The vegetable growers of the State are not getting their remuneration and are forced to sale their products at a lower price due to shortage of post-harvest facilities.

The tentative production of Fruits and Vegetables in the catchment area of the project site at Rayagada, Odisha is presented below:-

Name of the District	Fruit area (in ha.)	Approximate annual production of Fruits (In M.T.)	Vegetables area (in ha.)	Approximate annual production of Vegetables (in M.T.)
Kalahandi	17704	110386	23995	336843
Nabarangpur	11076	67545	18447	245204
Koraput	18734	107944	29197	389363
Gajapati	11329	61830	17607	217321
Ganjam	15596	89869	32813	460644
Kandhamal	18591	113410	21194	315493

- a) Procure onion and other fruits & vegetables from Individual Farmers, Farmers Interest Groups, Co-operatives and Company (FPO/FPC/ Individual Farmers) on priority basis from the above catchment area at a mutually settled price. In any case there is conflict, the matter may be referred to the Director of Horticulture , Deputy Director of Horticulture, Rayagada the decision taken by such authorities shall be final.
- b) The bidder shall be fully responsible for operation, maintenance and management (Operation & Management) of the Hot water Treatment Plant Facility and successfully run with both maximum capacity utilization and revenue.
- c) The Bidder shall also be responsible for other business potential like post harvest management of fruits and vegetables, marketing strategies, both for forward and backward linkage and constant and enhanced revenue flow under the proposed assignment and service.
- d) The bidder shall bring in, adopt and effect suitable innovating methods to enhance operational efficiency of the Hot water Treatment Plant Facility.
- e) Training to farmers on Good Agricultural Practices is required with a view to maintain quality and standard of Agri-Horti Products including onion.
- f) The bidders may sale the produce after requisite sorting and grading.
- g) The bidders may explore export potentialities of the local horticulture products including onion through their network.
- h) Procurement price should be mutually remunerative both to the producers and procurement agencies.
- i) The agency will promote crops like onion and other fruits & Vegetables through contract farming in the catchment area.

### **3.6 Modalities for procurement of Horticultural Products**

- 3.6.1 Priority should be given for procurement of horticultural produce of Odisha in the descending order as noted below:
  - a) Registered FPOs/ FPCs of the nearby districts
  - b) FIGs or Growers groups created with assistance from Directorate of Horticulture/Agriculture/ Soil Conservation & Watershed Development under various schemes
  - c) FPOs and FIGs of other districts
  - d) Individual farmers

3.6.2 The agency shall take utmost care to pay a reasonable price to the producers/Farmers for the collected raw materials so that the Producers share on consumer rupee would remain around 50%.

### 3.7 **Manpower**

The Facility requires the following both Technical and non-technical manpower for its operation.

a) Manager	1
b) Plant Engineer	1
c) Technicians (Electrical & Refrigeration)	1
d) Procurement Supervisor	1
e) Field Assistant	1
e) Accountant	1
f) Clerical Staff	1
g) Security Assistants	2

In addition, the Operating Agency has to engage Labourers in adequate numbers basing on the level of operation.

#### SECTION-4

##### **Specification and allied Technical Details of facilities available at Hot water Treatment Plant at Bhakurguda Farm, Rayagada.**

<b>1. De-sapping tables</b>	<b>:</b>	<b>12 Nos.</b>
<b>2. Hot Water Treatment Unit (1 ton Capacity</b>	<b>:</b>	<b>01 No.</b>
<b>3. Feed Elevator</b>	<b>:</b>	<b>02 Nos.</b>
<b>4. Sorting / Inspection Unit</b>	<b>:</b>	<b>01 No.</b>
<b>5. Washing / Brushing / Cleaning Unit</b>	<b>:</b>	<b>01 No.</b>
<b>6. Hydro Cooling cum surface moisture drying unit</b>	<b>:</b>	<b>01 No.</b>
<b>7. Electronic weight grading system</b>	<b>:</b>	<b>01 No.</b>
<b>8. PVC Pallets</b>	<b>:</b>	<b>20 Nos.</b>
<b>9. Hydraulic Pallet Handler</b>	<b>:</b>	<b>03 Nos.</b>
<b>10. PVC Crates</b>	<b>:</b>	<b>1000 Nos.</b>
<b>11. Pedestal fans</b>	<b>:</b>	<b>08 Nos.</b>
<b>12. Boards displaying name of facility</b>	<b>:</b>	<b>02 Nos.</b>

## SECTION-5

### Technical Proposal

- i. Bidders need to submit all required information with supporting documents as per Check-list for Eligibility & Check-list of Technical forms as per Form T1 to T7 and as per instructions provided in this RFP.
- ii. If necessary, additional sheets can be added by the Bidder.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Authority.
- v. Incomplete bids shall be summarily rejected.
- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. All Financial data etc. should be given in Indian National (INR) Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the Bid.
- x. If the bid is made by a company or corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application along with duly authenticated Board/Governing Body Resolution authorizing the representative to submit the bid. Further, such company or corporation/institution will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

**FORM-T1 COVERING LETTER**  
(On Bidder's Letter Head)

Location:

Dated:

To

**The Director of Horticulture  
Krishi Bhawan, Gopabandhu Marg  
Bhubaneswar, Odisha - 751001**

**Subject: Selection of Agency in response to your Request for Proposal to operate, maintain and manage the Hot water Treatment Plant.**

**Dear Sir,**

With reference to your Request for Proposal dt. . . .2020, I having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for operating, maintaining and managing Hot water Treatment Plant at Bhakurguda Farm, Rayagada, Odisha

- 1) All information provided in the Proposal and in the Appendices is true and correct and all the documents accompanying such Proposal are true copies of the respective originals. This statement is made for the express purpose of selection and appointment as the Operating Agency for the aforesaid assignment/contract.
- 2) I shall make available to the Authority any additional information, it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I certify that in the last five years, we or any of our associate have neither failed to perform on any contract, nor have had any contract terminated by any public authority for breach on our part.
- 5) I declare that:
  - a) I have examined and have no reservations to the RFP Documents including any Addendum issued by the Authority.
  - b) I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
  - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the RFP Document, in respect of any tender or request for proposal by or any agreement entered into with the Authority or any public sector enterprise or any Government, Central Government or State; and
  - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf



will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- 6) I agree and understand the proposal is subject to the provisions of the RFP Document. In no case, I/We have any claim or right of whatsoever nature if the Assignment/Contract is not awarded to me/us or our is not opened or rejected.
- 7) I agree to keep this offer valid for 90 (Ninety Days) days from the Proposal Due Date specified in the RFP Document
- 8) In the event of my firm being selected as the Operating Agency to operate, maintain and manage the Hot Water Treatment Plant, I agree to enter into an Agreement in accordance with the form which shall be provided by Authority. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 9) I further undertake that I have not made any changes either directly or indirectly in terms and conditions of the RFP and I have not been given any written or oral promise from the Authority.
- 10) We are pleased to submit the following documents as a part of our submission.
  - a) Technical Bid
  - b) Financial Bid
- 11) I agree and undertake to abide by all the terms and conditions of the RFP Document. I have signed and stamped each and every page of this RFP document and all documents submitted herein. In witness thereof I/We submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours Sincerely,

Authorised Signatory

(In full and initials)

Name and Designation of the Signatory:

Name of the Firm with Address:

**(Stamp of Bidder along with signature of authorized signatory with date)**

**FORM T2 : INFORMATION ABOUT THE BIDDER**

<b>1</b>	<b>General Information about the Bidder</b>	
a	Name of the Bidder:	
b	Type of Bidder: (Proprietorship or Partnership or Company or any other( Pl specify)	
c	Address of the Registered Office:	
d	Address of the Corporate Office	
	Date of Incorporation:	
	Date of Commencement of Business	
	Principal Place of Business:	
e	Telephone Nos.	
f	E-mail Id:	
g	Fax No.	
h	Permanent Account Number(PAN)	
i	GSTIN:	
j	Brief description of the Organisation including main lines of Business of Bidder	
k	Details of Experience in agro industries, marketing & processing or value addition of fruits & vegetables in domestic and international markets	
l	Details of experiences in operating any Pack House or Cold Storage or cooling chamber or warehouse in past or at present	
<b>2</b>	<b>Details of the Authorised Representative of the Bidder:</b>	
a	Name:	
b	Designation	
c	Company or firm	
d	Address:	
e	Telephone Nos.	
f	E-Mail Id	
g	Permanent Account Number (PAN) – Self attested copy to be enclosed	
h	Aadhar Card Number – Self attested	

	copy to be enclosed	
3	Details of the Person or Individual(s) who will serve as the point of contact/communication for Authority	
a	Name(s)	
b	Designation	
c	Address	
d	Telephone Nos.	
e	E-mail Id:	
f	Fax No.	

Note: Please use extra sheets of paper to mention the details, if the space provided is not sufficient.

Following documents should be submitted with Qualification and Technical bid:

- A. Bidder's registration details and certificate of Incorporation , Memorandum of Association (MOA) & Article of Association(AOA) or Deed of Partnership or By-law, if any with a copy of the Registration under appropriate Authority duly authenticated.
- B. List of Directors or Partners or Members in the Governing Body and office bearers in position with technical or professional qualification with experience in case of a company or partnership firm or Society or any other organisation.
- C. Copy of Audited Financial statements for last three financial years
- D. Authorization given to the bidder's representative, who has signed the bid by the Board of Directors or Partners or Authorized body. In case the person who has been authorized by the Board of Directors or Partners or Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.
- E. Self-attested certificate that the bidder has not defaulted in payment against any loan or credit facility availed by him or them with details of loan or credit or overdraft facility availed from any Bank or FI with name of the Bank/FI, Branch Name and IFS code in addition to Certificates from Bankers or FIs.
- F. Self-attested copy Permanent Account Number (PAN) of the Bidder.
- G. Self-attested copy GST Registration Certificate of the Bidder.
- H. Self-attested copy Permanent Account Number (PAN) of the Authorised Representative.
- I. Self-attested copy of Aadhar Card of the Authorised Representative.
- J. Recent Photograph of the Authorised Representative.

### 1. Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
<b>Technical Criteria</b>			
A	Bidder should be a Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or Cooperative Society or Company or Partnership Firm or Individual.	Copy of applicable document under appropriate Act clearly stating the criteria: Incorporation Certificate or Partnership Deed or Service Tax Registration Certificate or Sales Tax Registration Certificate.	
B	The bidder should have minimum three years' experience in agro industries or marketing or processing or value addition of fruits and vegetables in domestic or international markets as on the RFP issue date.	Copies of year-wise Audited Annual Report and Memorandum of Association (MOA) or Articles of Association (AOA) (if applicable). Auditor certificate clearly certifying the years of experience in such type of activities.  Self-attested statement showing quantity and value of Fruits and Vegetables processed, marketed, value added or volume and value of transaction under other agro industries.	
C	The Bidder should have experience of operation and management of at least one Pack House or cold storage or cooling chamber or warehouse in last three years.	Copies of Fixed Assets Schedule out of Audited Annual Reports, Memorandum of Association (MOA) and Articles of Association (AOA) and Auditor certificate for last 3 years, in case the IPH, Cold Storage, cooling chamber, warehouse is owned by the Bidder, or  Copies of Agreement(s) for Operation and Management of the IPH, Cold Storage, cooling chamber, warehouse, if taken on Lease or Rent in the last 3 years	
D	Bidder must have requisite and adequate qualified Technical and Non- Technical Manpower for Operation & Management of IPH	List of such qualified Technical and Non-Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO (or equivalent) of the Institution.	
E	Bidder should not have been blacklisted by any Govt. Organization or Government Entity or Government Company	Self-declaration in shape of Affidavit from a Notary in form T5.	
F	Bidder or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or any charge should not have been filed against	Self-declaration in shape of Affidavit from Notary (Form-T6) should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him or her or them as on the date of submission of Bid with regard to any civil,	

	the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	criminal or tax liability.
G	Bidder should be registered with the Income Tax authorities.	Self attested copies of PAN, Acknowledgement and IT Return for last three Assessment years
H	Bidder should be registered under GST.	Self attested copy of GSTIN and copy of clearance certificate Commissionerate of CT & GST, Odisha with regard to non-arrear of Taxes.
I	The Bidder <b>may preferably</b> have valid registered certificate from the appropriate authority for processing or marketing of agri-products on the last date for submission of bid.	Copy of valid Registration Certificate from APEDA or MPEDA or FSSAI or similar authority
J	Bidder should be registered under applicable Labour Laws	Self attested copies of Registration Certificates under Labour Laws
K	Bidder should be registered with Employee's Provident Fund Organisation (EPFO)	Self attested copy of Registration Certificate with Employee's Provident Fund Organisation (EPFO)
L	Bidder should be registered with Employees State Insurance Corporation.	Self attested copy of Registration Certificate from Employees State Insurance Corporation.
<b>Financial Criteria</b>		
M	The Bidder should have a minimum average annual turnover of Rs. 50.00 lakh (fifty lakh) in Agro Industries or Fruits & Vegetables processing and marketing in last three financial years.	Copy of last three years audited balance sheet and profit and loss account ending <u>March, 2019</u> Certificate from the Statutory Auditor or Chartered Accountant certifying: Annual turnover in Agro Industries, Fruits & Vegetables processing or marketing for last three years
N	The bidder should have minimum annual turnover of Rs. 20.00 lakh (twenty lakh) from managing IPH or Cold Storage or cooling chamber or warehouse at least once in last three financial years ending March 2019.	Certificate from the Statutory Auditor or Chartered Accountant certifying Annual turnover from operation and management of Cold Storage, IPH, cold chamber, warehouse during last three financial years. Self-attested statement showing product wise set quantity and value of Fruits and

		Vegetables processed or stored in the unit(s).	
O	The Bidder should have not less than Net Worth of Rs. 50.00 lakh (fifty lakh) as on date of issue of RFP.	Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.	
P	Bidder should not have defaulted in repayment against any loan or credit facility availed from any Bank/Financial Institution in last three years.	Certificate(s) from all the Bankers or FIs from where the Bidder has availed any Loan or credit facility	

**NOTE:** In addition, the Bidder shall enclose copies of Documents/Statements indicated at "INFORMATION ABOUT THE BIDDER" but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 4 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

## 2. Check-list of Technical Forms

Form	Title	Submitted (Yes/No)
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Financial Capacity of Bidder	
Form T4	Power of Attorney	
Form T5	Self-declaration in shape of Affidavit from Notary for not being black-listed by any Govt. Organization/ Government Entity / Government Company in the last 5 years.	
Form T6	Self-declaration in shape of Affidavit from Notary that the Bidder/authorised representative has not been convicted for an offence involving moral turpitude in the last five years; and no charge has been filed against the bidder or its authorised representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	
Form T7	Anti- Collusion Certificate	
	Copy of valid Registration Certificate from APEDA for marketing /processing of agri-products on the last date for	

	submission of bid.	
	List of qualified Technical and Non- Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO of the Institution	
	Past Experience of Bidder	
	Net-Worth Certificate	
	Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs	
	Proposal for proposed Investment, Business Plan and Operation & Management Strategy for management of Hot water Treatment Plant.	

**NOTE:** In addition, the Bidder shall enclose copies of Documents/Statements indicated at "INFORMATION ABOUT THE BIDDER" but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

**Certificate:**

I understand that in case we do not submit the required information in the given formats along with the supporting documents, the Authority may treat our proposal as non-responsive.

Authorised Signature

(In full and initials) \_\_\_\_\_

**Name and Designation of Signatory:**

**Name of the Bidder:**

### Form T3 - Financial Capacity of the Bidder

Bidders are required to provide the information about their annual turnover on account of "agro industries or fruits & vegetables processing & marketing" and annual turnover on account of "operation and management of any integrated pack house (IPH) or cold Storage or cooling chamber or warehouse" year-wise separately during the last 3 years ending March,2019 as per the following prescribed format:

**[To be provided on the Bidder Letter Head]**

**<Name of Bidder>**

#### FINANCIAL CAPACITY OF BIDDER

Sl No.	Turnover Period (last 3 FYs)	Turnover from Agro Industries or Fruits & Vegetables processing and marketing	Average Turnover (during last 3 years)- average of column (c)	Turnover from managing any IPH or Cold Storage or Cooling Chamber or warehouse	Average Turnover (during last 3 years)- average of column (e)
a	b	c	D	e	f
1	2016-17				
2	2017-18				
3	2018-19				

#### Certificate from the Statutory Auditor

This is to certify that (Name of the Bidder with detail address) has the above mentioned annual turnover on account of agro industries or fruits & vegetables processing and marketing as indicated in "column-c" and turnover on account of operation and management of any Integrated Pack House (IPH) or Cold Storage or Cooling Chamber or Warehouse as indicated in "column-f)" separately as against the respective financial years indicated above.

Seal and Signature of the Auditor with Membership Number



**FORM T4-POWER OF ATTORNEY**

To

The Director of Horticulture  
Krushi Bhawan, Gopabandhu Marg,  
Bhubaneswar, Odisha - 751001

REF: Your TENDER Ref.: For Operation, Maintenance and Management of  
the Hot water Treatment Plant at Bhakurguda farm, Rayagada, Odisha.

Dear Sir,

**<Bidder's name>** hereby authorizes **<Designated Representative's name>** to act as a representative of **<Bidder's name>** for the following activities vide its Board Resolution/ Power of Attorney attached herewith. The authorised representative has to attend all meetings conducted by Authority or other entities associated with "Selection of Agency for operation, maintenance and management of Hot water Treatment Plant and to discuss, negotiate, finalize and sign any bid or agreement and contract related to Operation, maintenance and management of the Hot water Treatment Plant at Bhakurguda farm, Rayagada.

Yours faithfully,

**<Signature of appropriate authority of the Bidder >**

Name of appropriate authority of the Bidder:

**<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>**

For

**<Name of Bidder >**

**Encl: Board Authorization**

Notarised

**FORMAT FOR POWER OF ATTORNEY OF BIDDER APPOINTING  
DESIGNATED REPRESENTATIVE**

*(On Stamp paper of relevant value)*

*(Applicable in case of bid not being signed by the person directly authorized by the  
firm)*

**Dated:**

**FORM OF POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of the bidder with address of the registered office) do hereby constitute, appoint and authorise Mr \_\_\_\_\_ (name and address of residence bearing Aadhar Card Number) who is presently a Director of our Company/firm/employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Operating, running, maintaining and managing the Hot water Treatment Plant at Bhakurguda farm, Rayagada, Odisha.

We hereby agree to ratify all acts, deeds and things lawfully done by the said attorney pursuant to this Power of Attorney and all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of the Attorney

(Name, Title/Designation and address of the Attorney) attested

(to be executed by the sole bidder)

**FORM T5-ANTI-BLACKLISTING INFORMATION**

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary regarding ineligibility of the Bidder and non-blacklisting)

I/we M/s. ...., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s) have not been debarred/ blacklisted in the last 5 years by Government of Odisha / any Entity/Department/Public Sector Undertakings(PSUs) of Govt. of Odisha /any other State Governments/their entity/Departments/ PSUs or Central Government or its entity/ department /PSUs or their agencies in India or from abroad from participating in Project, either individually or as member of a Consortium as on the \_\_\_\_\_ (Bid Submission Date).

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this ..... day of ....., 2020.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

**FORM T6**

**UNDERTAKING WITH REGARD TO NON CONVICTION OF ANY OFFENCE INVOLVING MORAL TURPITUDE IN LAST 5 YEARS OR NON-FILING OF ANY CHARGE FOR AN OFFENCE INVOLVING MORAL TURPITUDE BEFORE ANY COURT OR JUDICIARY**

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary)

I/we M/s. ...., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s)/authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against any of us for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.

In addition, we confirm that there is no proceeding pending against any of us as on the date of submission of Bid with regard to any civil, criminal or tax liability.

**(Please refer Note below)**

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this ..... day of ....., 2020.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

**NOTE: Bidders are required to provide details of proceedings against them as on the date of submission of Bid with regard to any civil, criminal or tax liability and this will be taken to account during technical evaluation of the Bids.**

**FORM-T7: ANTI COLLUSION CERTIFICATE**

*(on letterhead of Bidder)*

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i)

(a) or (i) (b) above.

2. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Director of Horticulture, the Authority, that may impair the transparency, fairness and the progress of the bidding process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; in relation to which this Proposal is made.

Dated this..... Days of.....2020

Name of the Bidder .....

Signature of the Authorised Representative.....

Name of the Authorised Representative.....

Date of receipt of RFP .....

## SECTION – 6

### Financial Proposal

#### Instructions for submitting the Financial Proposal/Bid:

- a. The Financial Proposal shall be prepared using the attached Standard Forms as per (FORM F1 at Section 6).
- b. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- c. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- d. The financial proposal shall be in the form of lump-sum amount (in the form of Lease Rent quoted in INR to be paid to Director of Horticulture for the 1<sup>st</sup> year of lease exclusive of applicable taxes.

**FORM F1**

**INDICATIVE FORMAT OF FINANCIAL BID**

Dated:

The Director of Horticulture  
Krushi Bhawan, Gapabandhu Marg,  
Bhubaneswar, Odisha – 751001

**Subject: Financial Bid with respect to operation & management of the Hot water Treatment Plant at Bhakurguda Farm, Rayagada, Odisha as per Terms and Conditions of this RFP.**

Dear Sir,

I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e, Operation, maintenance and management of the Hot water Treatment Plant at Bhakurguda Farm, Rayagada, in accordance to your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal/Bid.

Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, we are pleased to quote the following lump sum Rent (exclusive of applicable taxes) for the 1st year of lease against the proposed assignment of initial 15 years as per the following table.:

**OFFER PRICE**

Year	Amount of Lease Rent to be paid to Director of Horticulture in INR for the 1st year of lease exclusive of applicable taxes both in figures	
	In Figures	In words
1st year to 5 <sup>th</sup> year		

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

I/We understand that you are not bound to accept any Bid as you receive.

**Yours Sincerely**

**Authorised Signature  
(In full and Initials)**

**Name and Designation of the Signatory:**

**Name of the Bidder:**

**Complete Address of the Bidder:**

**NOTE:**

1. The amount offered to Director of Horticulture is the minimum committed Lease Rental to be paid to Director of Horticulture, the Authority for each year exclusive of all taxes. In case of any discrepancy between amount quoted in figures and amount in words, the higher amount will be taken as correct whether the same has been provided in figures and words.
2. GST and or any other taxes & levies, if any, have to be paid separately at applicable rates on the invoice raised by Authority.
3. The lease rent for the second year and onwards will be escalated at 3% on year to year basis.
4. Director of Horticulture has right to accept or reject any/ all tenders without assigning any reasons thereof for the same.



## FORM F2

### FORMAT FOR PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

To

The Director of Horticulture  
Krushi Bhawan, Gopabandhu Marg,  
Bhubaneswar, Odisha - 751001

WHEREAS \_\_\_\_\_ [name and address of Agency ]

(Hereinafter called "the Agency") has undertaken, in pursuance of to the RFP/Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ to Operate, run, maintain and manage the Hot Water Treatment And Grading Facility For Mango at Bhakurguda Farm, Rayagada, Odisha (Hereinafter called "the Contract");

AND WHEREAS it has been stipulated by Director of Horticulture in the said Contract that the Agency shall furnish Director of Horticulture with a Bank Guarantee by a scheduled commercial bank recognized by Director of Horticulture for the sum specified therein as security for compliance with his obligations in accordance with the Agreement/Contract;

AND WHEREAS we have agreed to give Agent, namely, \_\_\_\_\_ such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of Rs.25,00,000/- (Rupees Twenty-five lakh only) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs.20,00,000/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider shall in any

way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date.....<year>.

Signature and of the guarantor:

\_\_\_\_\_ Name of Bank:

Address:

\_\_\_\_\_ Date with Stamp

**SECTION-7**

**FORM OF DRAFT LEASE AGREEMENT**

This **AGREEMENT** is made on the \_\_\_\_th Day of\_\_\_\_, 2019 between "Director of Horticulture, hereinafter called as the **AUTHORITY** or **LESSOR**, which expression shall where the context so requires or admits shall also include its successors or assigns of the **ONE PART**

**AND**

M/s. \_\_\_\_\_, registered under \_\_\_\_\_

With its principal place of business at \_\_\_\_\_

(hereinafter called the "**OPERATING AGENCY**") or **LASSEE** of the **SECOND PART** represented by Sri \_\_\_\_\_, which expression where the context so requires or admits shall also include its successors or assigns of the **OTHER PART**

**WHEREAS**

The Director of Horticulture the Authority issued RFP Vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_ invited offers for intending Bidders for Operational & Management of the Hot water treatment plant at Bhakurguda Farm, Rayagada otherwise called as **FACILITY/PROJECT FACILITY** and the **OPERATING AGENCY** offered its willingness to operate, maintain and manage the IPH as per the terms and condition of this agreement vide its Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

**AND**

**WHEREAS** above stated offer and willingness conveyed under Letter dt. \_\_\_\_\_ by the **OPERATING AGENCY** has been duly accepted by Director of Horticulture, the **AUTHORITY** vide its Letter No. \_\_\_\_\_ dt. \_\_\_\_\_ for execution subject to the terms and conditions.

**NOW, THIS AGREEMENT WITNESSETH AND THE PARTIES AGRRES AS UNDER:**

## 1. SCOPE OF WORK:

- (a) Operation, maintenance and management of the Hot water treatment plant at Bhakurguda Farm, Rayagada employing requisite fund and personnel (technical, professional, skilled and unskilled manpower), as may be necessary, to run the same efficiently and effectively with maximum capacity utilization as per industry standards with a view to maximize revenue at the same time.
- (b) Bringing in, adopt and effect suitable innovating methods to enhance operational efficiency of the hot water plant Facility
- (c) Other business potential like post harvest management of fruits and vegetables, marketing strategies, both for forward and backward linkage and constant and enhanced revenue flow under the proposed assignment and service.
- (d) Promotion of crops like onion and other fruits & Vegetables through contract farming in the catchment area.
- (e) Procure onion and other fruits & vegetables from Individual Farmers, Farmers Interest Groups, Co-operatives and Company or FPO or FPC or Individual Farmers) on priority basis from the nearby catchment area at a mutually remunerative price both to the producers and procurement agencies. In any case there is conflict, the matter may be referred to the Deputy Director of Horticulture, Rayagada and the decision taken by such authorities shall be final.
- (f) Priority should be given for procurement of horticultural produce of Odisha in the descending order as noted below:
  - i. Registered FPOs/ FPCs of the nearby districts
  - ii. FIGs or Growers groups created with assistance from Directorate of Horticulture or Agriculture & Food Production or Soil Conservation & Watershed Development under various schemes
  - iii. FPOs and FIGs of other districts
  - iv. Individual farmersUtmost care to pay a reasonable price to the producers or Farmers for the collected raw materials so that the Producers share on consumer rupee would remain around 50%.
- (g) Training to farmers on Good Agricultural Practices with a view to maintain quality and standard of Agri-Horti Products including onions.
- (h) Sale of the produce after requisite sorting and grading and exploring export potentialities of the local horticulture products including onion through their network.

**2. AGREEMENT PERIOD:**

This agreement shall remain valid for a period of 5 years effective from the \_\_\_\_\_th Day of \_\_\_\_, 2019 to \_\_\_\_\_th Day of \_\_\_\_, 2034 (both days inclusive).

**3. CONTRACT VALUE:**

The Operating Agency in consideration of getting an opportunity to run the Project Facility has paid annual Lease Rental of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in advance with applicable GST and other levies, and shall continue to pay the lease rental plus applicable taxes in advance for 2<sup>nd</sup> year and onwards within 7 days before expiry of the each year of operation during the lease period 15 years. The Lease Rent for 2<sup>nd</sup> year and for subsequent years will have fixed annual escalation at 3% throughout the entire lease period.

**4. PERFORMANCE SECURITY:**

- (a) The Operating Agency has already provided Performance Security of Rs.25.00 lakh (Rupees Twenty-five lakh only) in shape of a Bank Guarantee from \_\_\_\_\_ valid for a period of 5 years and 3 months with effect from \_\_\_\_\_ to \_\_\_\_\_ in line with the stipulation in Request for Proposal (RFP) to cover the amount of liquidated damages and/or the compensation of the breach of contract. This will be treated as **Security Deposit**.
- (b) It is expressly understood and agreed that the Performance Security is intended to secure the performance of entire Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Agreement.
- (c) Should the contract period, for whatever reason be extended, the Lessee, shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.
- (d) Appropriation of Performance Security: The Performance Security shall be forfeited if the Operating Agency fails to commence operations as per the requirements of this contract.
- (e) In the event the Lessee fails to perform any or all its obligations under this Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Operating Agency.

- (f) Upon occurrence of an "Operating Agency Default" or failure to meet any condition as per the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Operating Agency Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the Operating Agency shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- (g) Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Operating Agency shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Operating Agency Default or to meet any Condition Precedent, and in the event of the Operating Agency not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.
- (h) Upon default in payment of any yearly lease rent (to be paid in advance for 2<sup>nd</sup> year and onwards within 7 days before expiry of each year of operation during the entire lease period starting from the "Effective date") along with applicable taxes and interest thereon beyond three months, the agreement shall stand cancelled and the performance security shall stand forfeited.
- (i) Release of Performance Security: Performance Security submitted, will be returned to the Operating Agency subject to the Authority's right to receive or recover amounts, if any, due without any interest within 90 days after completion of Contract. and shall be returned after successful completion of the contract. It shall not carry any interest.

## 5. **INSURANCE:**

**Adequate Insurance Cover:** The Operating Agency shall take up adequate insurance cover, at its own cost & expense and purchase & maintain during the entire lease period, such insurances as are necessary including but not limited to the following:

- a) Fire and allied natural calamities for the Facility at replacement value with the Authority as beneficiary;
- b) Re-insurance annually subject to [Re-instatement Value (RTV) Clause] for the Facility with Authority as beneficiary;
- c) All risk insurance including theft, riots, fire, flood, earthquake etc.
- d) Insurance against business loss due to any hamper / shutdown of facility.
- e) Comprehensive third party liability insurance including injury or death to such third parties ,who may enter or are in the vicinity of the Project Facility;
- f) Workmen's compensation insurance;
- g) Any other insurance that may be necessary to protect the Operating Agency, its employees and the Facility against loss, damage or destruction at

replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

**Validity of Insurance Cover:** Operating Agency shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for the policy period. If at any time the Operating Agency fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this contract, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operating Agency forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

**Application of Insurance Proceeds:**

- a) Subject to the provisions of the financing documents used for financing the Facility if any, all moneys received under insurance policies shall be promptly applied by the Operating Agency towards repair or renovation or restoration or replacement or substitution of the Project Facility or any part thereof, which may have been damaged or destroyed. The Operating Agency may designate the lenders, under the relevant financing documents, as beneficiaries under the insurance policies or assign the insurance policies in their favour as security for the financial assistance, provided that money received will be promptly applied for repairs and renovation of Project Facility first and the lenders can claim only on the remaining amount of such insurance policies.
- b) The Operating Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in a such manner that the Project Facility, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible be in the same condition as they were before such damage or destruction except normal wear and tear.
- c) For insurance policies where the Authority is the beneficiary and where it has received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Facility shall be released by the Authority to the Operating Agency and balance, if any, shall be retained by the Authority. However, in case the insurance compensation/proceeds falls short than the amount required for cost and allied expenses for restoration/ replacement of assets so damaged, such shortfall shall be met by the Operating Agency.

**6. SAFETY STANDARDS:**

The Operating Agency shall in complying with the provisions of Applicable Laws and terms of the Applicable Permits and confirm to Good Manufacturing

Practice (GMP), shall develop, implement and administer a Surveillance and Safety Program for the plant and the users thereof and its personnel engaged in

the provision of any services including correction of safety violations & deficiencies while taking of all other actions necessary to provide a safe environment at the Facility and shall follow and comply with these minimum Safety Standards mentioned herein below throughout the contract period and shall also provide additional safety measures as may be prudent and follow the relevant & ISO standards.

- a) The workers in the plant shall be adequately dressed to maintain body temperature to prevent cold stress.
- b) Workers' hands, fingers, feet, toes shall be covered with insulated moisture proof gloves and boots to protect from frostbite.
- c) Workers' gloves shall have adequate gripping surface for firm grip over the objects and boots shall be provided with no-slip sole to prevent slip and trip hazards.
- d) Ensure that chemicals in cold storage are stocked properly and with compatible materials. Take caution with dry ice and liquid nitrogen which can pose an asphyxiation hazard by displacing oxygen.
- e) Forklifts and combustion equipment can cause fumes to build up in enclosed spaces – use only with proper ventilation.
- f) Lighting must be supplied through a constantly burning bulb or a light with an illuminated switch located inside the cold room.
- g) Floors in the cold storage shall be covered with Non-slip flooring mats to protect workers in wet areas.
- h) Ensure that the door of the cold storage can be locked from the outside only if the inside releases mechanism of the door is provided and functioning.
- i) Provide warning signage on the door and audible and visible signal systems inside the room that are tested daily.

**Safety Audit:**

The safety audit of the operations at the Facility may be conducted by the Authority/authorized representative of the Authority and by the Operating Agency in accordance with safety requirements and GMP once every month throughout the Contract Period.

**Compliance to Safety Standards:**

Operating Agency shall take actions necessary for securing compliance with the general safety standards. In the event such action is not taken, the Authority is entitled to promptly take such safety measures as deemed necessary at the risk, cost and responsibility of the Operating Agency. Repeated failure by the Operating Agency to comply with safety requirements after adequate notice will be deemed to be an Event of Default.

**Expenditure on Safety Standards:**

All costs and expenses arising out of or relating to meeting the Safety Standards and all additional expenditure incurred for the safety of the Project site and operations hereto shall be borne by the Operating Agency.

**7. TERMINATION CLAUSE:**

The Authority shall have the right to terminate the contract at any stage without giving any notice, in case competent authority of Director of Horticulture is satisfied that the Operating Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated,



tampered and falsified documents etc. In such case performance security shall be forfeited. However, the contract or agreement can be terminated by both Director of Horticulture and the Operating Agency by serving 180 days' notice on the other. In case the termination notice is served by the Operating Agency, it has to observe the standard operating procedure for a proper handover of infrastructure and other assets to cum-Director of Horticulture.

## **Events of Default and Termination**

### **Event of Default**

Event of Default means the "Operating Agency Event of Default" or the "Authority Event of Default" or both as the context may admit or require.

### **Operating Agency Event of Default**

Any of the following events shall constitute an event of default by the Operating Agency ("Operating Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- i) Operating Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc. Any representation made or warranties given by Operating Agency under this contract are found to be false or misleading. (as set out in Clause 2.5 hereto)
- ii) Operating Agency creates any Encumbrance on the Project Facility in favour of any person save and except as otherwise expressly permitted under the lease agreement.
- iii) Operating Agency sub-lets or sub-contracts the Project Facility to any party for use other than for itself.
- iv) Operating Agency has failed to pay yearly lease rent (to be paid in advance for 2<sup>nd</sup> year and onwards within 7 days before expiry of each year of operation during the entire lease period starting from the "Effective date") along with taxes and interest thereon beyond a maximum period of three months or has failed to make any other payment due to the Authority under the lease agreement and the default has been for more than 90 days.
- v) Operating Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- vi) A resolution is passed by the shareholders of the Operating Agency for the voluntary winding up of the Operating Agency.
- vii) Any petition for winding up of the Operating Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Operating Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operating Agency under the lease agreement and provided that:

- a. the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this contract;
  - b. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Operating Agency as at the Effective Date; and
  - c. Each of the Project Agreements remains in full force and effect.
- viii) Operating Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
  - ix) Operating Agency suffers an attachment being levied on any of its assets causing a Material Adverse effect on the contract and such attachment continues for a period exceeding 90 days.
  - x) Operating Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of the lease agreement.
  - xi) In case of non or poor maintenance of Project Facility.
  - xii) In case of insolvency of the Operating Agency.
  - xiii) Substantial shortcoming is observed in achieving the estimated revenue as shown in Business Plan for continuous three years will be considered as "default" and contract shall be terminated.

#### **Authority Event of Default**

1. The authorized representative of the Authority instructs the Operating Agency to delay the process of works or to temporarily stop the operation and the instruction is not withdrawn within a continuous period of 30 days.
2. The Authority is closed by any Notification of the State Government other than for a reconstruction or amalgamation.
3. If the Contract is terminated the Operating Agency shall stop work immediately, make the Site secure and hand over all the assets of the Authority under its control and leave the Site as per the provision of the contract.
4. The Operating Agency shall not be liable for any penalty for delay or for failure to continuously perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, earth quake, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Operating Agency shall within Ten (10) days from discontinuance of operation on such account notify the Authority in writing of the cause of delay. The Authority shall verify the facts and grant such extension, if circumstance justify.
5. The Authority does not hand over the physical possession of Project Facility on "as is where is basis" to the Operating Agency free from any encumbrance not later than the Effective Date.
6. The Authority does not provide unhindered access to the Operating Agency and its personnel during the contract period subject to conditions of contract.

## **Termination due to Events of Default**

### **Termination for contract Event of Default by Operating Agency**

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default on the part of the Operating Agency, Authority shall be entitled to terminate this contract by issuing a Termination Notice of **180** days in writing to the Operating Agency. Further the Authority shall be entitled to forfeit / encash the Performance Guarantee, only in case of default on part of the Operating Agency.

### **Termination for contract Event of Default by Authority**

In Any other circumstances other than default by the authority, if the operating agency decides to terminate the contract, the performance guarantee will be forfeited. The operating agency has to provide prior notice of 180 days to terminate the contract.

## **8. Payment upon Termination**

1. If the Contract is terminated because of a fundamental breach of Contract by the Operating Agency, the Authority or its authorized representative shall issue a certificate for the value of damage made to the assets and equipment(s) or for any amount receivable from the Operating Agency. The same shall be paid by the Operating Agency separately with taxes and levies, as the case may be, or can be appropriated from the Performance Security available with the Authority.
2. If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Operating Agency shall issue a certificate for the value assets created on its own to the Facility, as may be necessary for improvement in operation and performance of the Facility as a whole and leaves the same either being not separable without causing any damage or loss to the property of the Authority or the Authority so desires to retain the same within its Facility at a value at the discretion of the Authority. Any other amount remains payable or reimbursable to the Operating Agency shall be payable by the Authority.

## **8. RIGHTS AND OBLIGATIONS OF AUTHORITY:**

The rights and obligations of the Authority, inter alia, include the followings:

- a) Authority shall retain the title, ownership and control of any site allotted by Authority to Operating Agency for purposes of carrying out Operating Agency's obligations in relation to operation and management of the Facility. Such title and ownership of Authority of any such site shall not pass to Operating Agency.
- b) In the event of Authority creating any Encumbrance over or in respect of Project Facility or any part of it, the Authority shall ensure that the Encumbrance is subject to the rights of the Operating Agency under this tender.

- c) Shall hand over the physical possession of Project Facility on “as is where is basis” to the Operating Agency free from any encumbrance not later than the Effective Date.
- d) Shall provide unhindered access to the Operating Agency and its personnel during the Contract period subject to conditions of contract/agreement.
- e) Shall assist in getting various registrations and approvals from the Government authorities.
- f) Shall hand over the existing supplier manuals, warranties and guarantees in respect of equipment(s) and accessories present at the Facility to the Operating Agency.
- g) Shall provide the Operating Agency with details of cost of assets to enable the Operating Agency to determine the necessary insure cover.

9. **RIGHTS AND OBLIGATIONS OF OPERATING AGENCY:**

During the contract Period, the Operating Agency shall operate, maintain and manage the Project Facility successfully in accordance with this agreement and ensure maximum capacity utilization while maximizing revenue at the same time. The rights and obligations of the Operating Agency, inter alia, include the followings:

9.1 **Operational Requirement:**

- a) Once the Project Facility “on as is where basis is” is handed over, the Operating Agency shall carry out complete overhauling, maintenance and replacement of equipment parts, as may be necessary, at their cost.
- b) The Operating Agency shall at its own cost and expense; use, operate, maintain and manage the Facility in accordance with the provisions and scope of work of this RFP/Agreement and Applicable Laws.
- c) The Operating Agency should ensure maximum capacity utilization of the plant and shall bring in, adopt and effect suitable innovative methods to enhance operational efficiency of the IPH Facility.
- d) Purchase and maintain adequately required spares, materials and other consumables for continuous & regular operation and maintenance of all the equipment(s) of the Facility at all times such that the condition of machines remain as original subject to natural wear and tear only due to the regular/normal operation.
- e) In case of disruption or breakdown, takes immediate measures to repair and rectify the defects in the Facility to bring it to normal operational conditions.
- f) Carrying routine and periodic preventive and corrective maintenance of the Facility.
- g) Procure and maintain in full force and effect, as necessary, appropriate rights, licenses, agreements and permissions for materials, methods, processes and systems used in or as applicable under various laws to the operation and maintenance of the Project Facility.

- h) Apply, coordinate and obtain various approvals/certifications and accreditations for the facility and production batches as required and copies of which shall be provided to Authority.
- i) Have requisite organization and designate & appoint suitably qualified technical/professional and skilled manpower as per industry and labour norms at its own cost and responsibility to implement the contract of operation, maintenance and management of the Facility and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this arrangement and in doing so abide by all the Applicable Laws including Labour Laws.
- j) Meet the cost for business development, office work, house-keeping, maintenance of buildings, equipment (s), utilities, assets security and all other requirements incidental and pertaining to operation, maintenance and management of the project facility.
- k) Operating Agency shall ensure that any existing utility on, under, above, adjacent, adjoining or near the Project Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.
- l) Operating Agency shall be entitled to bring in, make additions to and take back any equipment and assets brought in by the Operating Agency for the operations and management of the Facility. In case it requires removing or replacing any equipment or assets forming part of the Facility in order to carry out its obligations, it may do so with approval of the Authority.
- m) During the warranty period of the equipment(s) and machineries forming part of the facility, operate the Facility so as to ensure compliance with the requirements of the Equipment Supplier's Manual.

## 9.2 **Service Delivery Standards:**

- a) Ensure and adopt industry best practices for operation of IPH and maintenance for all equipment(s) as per manufacturer's manual and warranties in a way that the condition of equipment(s) are not deteriorated beyond natural wear and tear and for operation, maintenance and management of the Facility as a whole.
- b) Remove promptly upon installation and according to Good Industry Practice, all waste materials, rubbish and other debris from the Project Facility to keep the site in a neat and clean condition at all times.
- c) Develop, implement and administer a Surveillance and Safety Program for the plant and the users thereof and the Operating Agency's personnel engaged in the provision of any services including correction of safety violations & deficiencies and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- d) Comply with Safety standards as given and ensure safety and security of the Project Facility during the Contract Period.

### **9.3 Financial Obligations:**

- a) Ensure deposit the Annual Lease Rental with the Authority in advance (within 7 days before expiry of the each year of operation from the effective date) during the lease period.
- b) Bear the cost of replacement and expenses incidental thereto for any loss/damage caused by any natural calamity or vandalism, theft and/or tempering of any asset at the Facility. Any loss to the Facility of any kind has to be reported to the Authority. The Operating Agency has to take up adequate insurance cover for the purpose whereby the insurance proceeds may be applied for meeting such replacement cost and expenses and shortfall, if any, shall be borne by the Agency.
- c) Operating Agency has to take care of all insurances, GST, statutory compliance to the employees, utility bills for electricity, water supply, waste management.
- d) Any expenses towards repair, maintenance, operations and marketing of the facility shall be to the account of the Agency during the contract Period. The Operating Agency can claim any manufacturer's guarantee / warranty to be effected if and as applicable for this purpose and the Authority shall coordinate with the manufacturer for this purpose.
- e) Meet all the finances required for operation of the Project Facility including payment towards electricity charges and water charges etc for the utilities consumed by it at the Facility based on the invoices issued by the concerned utility authority company/agencies at actual in a timely manner and fees to the local authorities, municipal property/utility taxes and any other levies etc.
- f) Meet all outgoings including any stamp duty (including stamp duty for registration of contract agreement), other duties, taxes, charges, levies, bills, penalties, etc. whatsoever during the subsistence of this contract shall be borne by Operating Agency.
- g) The Operating Agency will be responsible and liable for registration, compliance and payments under all applicable laws and shall comply with and make all statutory payments, contributions, taxes, fees, levies etc., as may be due and payable under such laws including, but not limiting to The Factories Act or The Shops and Establishments Act as applicable, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, ESI Act, 1948, The payment of Bonus Act 1965, The payment of Gratuity Act 1972, The Contract Labour (R&A) Act 1970, The payment of Wages Act, 1936, The Finance Act 1991 and The Minimum Wages Act, The Industrial Disputes Act.
- h) In no case, the Authority will be liable or required to make any payment whether to any Government authority or any person in connection with the employment of personnel by the Operating Agency in connection with the said services.
- i) The Operating Agency shall have to ensure that any activity of the Agency in the Project Facility during the contract Period does not cause any damage to

existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Operating Agency directly / indirectly or due to negligence shall have to be borne by the Operating Agency.

- j) Indemnify Authority against all the losses, injuries and any kind of damage to the IPH Facility and all its assets caused due to negligence, omission and commission of its employees or their activities.
- k) Operating Agency shall not part with or create any encumbrance on the whole or any part of the Facility and shall not place or create nor permit any Contractor or other person to place or create any encumbrance or other interest over all or any part of the Project Facility, save and except, as may be expressly provided in this contract.
- l) The Authority shall stand fully indemnified by the Operating Agency in respect of any claim or liability arising in respect of the labour or any employee engaged by the Operating Agency, whether on account of wages or otherwise, including the labour or employees engaged through the contractor (s) of the Operating Agency even if such a claim or liability arises during, or after the contract period.

#### 9.4 Others:

- a) The Operating Agency shall allow farmers training as per the instructions from Authority.
- b) The Operating Agency shall have to take permission from the authority for publication of any advertisement.
- c) Handover the premises with all the fixtures, fittings and all the equipment(s) as per inventory at the time of handing over and additions made, if any, as per contract in working condition at the time of cessation of contract/agreement
- d) The Operating Agency shall be entitled either during the term of this contract or on the Transfer Date, to remove and take away the additional facility or equipment(s) installed by it on its own and not forming part of the Project Facility, so handed over & shall also ensure that no damage to the property is made in the process of such removal of additional equipment, else the same may be handed over to the Authority at its discretion that too at the market price less depreciation and cost of repairs, which may be necessary to put it in a workable condition.
- e) Hand over the Project Facility with all equipment, fixtures, fittings and other assets forming part of the Facility in working condition commensurate to the life of asset and hours of operation undergone by it at the time of expiry or early termination of the contract. The spares and consumables, if any, shall be replenished to the level found at the time of taking possession of the Project Facility by the Operating Agency.
- f) Ensure that Project Facility or any part of them are not used for any unlawful or anti-social activities and are used solely for the purpose of this contract during the contract period

- g) Attempt to mitigate any adverse environment, social and health impacts of the Facility on its employees, customers or any other stakeholders.

## **10. General Obligations of the Operating Agency**

- a) Business Plan submitted by the Operating Agency shall be part of final Agreement with Director of Horticulture. Director of Horticulture shall have the absolute authority for periodic performance monitoring during the contract period and Director of Horticulture shall have the authority to make suggestions for amendments / improvements in Business/Operational performance, if required.
- b) Shall also be responsible for other business potential like post harvest management of fruits and vegetables, marketing strategies, both for forward and backward linkage, regular and enhanced revenue flow under the proposed assignment and service.
- c) During the period of contract Operating Agency shall submit audited half-yearly/annual reports of each financial year to Director of Horticulture. Agency shall facilitate all necessary documents to Director of Horticulture / their representative. Director of Horticulture shall have the absolute right at its own discretion and intervals, as may be deemed fit, may seek any report(s) and inspect the facilities, documents, quality check, statutory compliances, if any etc.
- d) Take all reasonable precautions for prevention of accidents in and around the Project Facility and provide all reasonable assistance and emergency medical aid to accident victims.
- e) In the event of the Operating Agency undertaking packaging with its own branding/ logo/ identity, it shall be done in accordance with the guideline issued by APEDA / FSSAI / other statutory agencies. The quality of the products and packaging shall be the sole responsibilities of the Operating Agency.
- f) The Operating Agency shall at no time and under no circumstances employ person of unsound physical or mental health or below 18 years of age.
- g) The Operating Agency shall provide an employment card to each employee as required under the Contract Labour (Regulations and Abolition) Act, 1970.
- h) The Operating Agency shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by the Authority or by any Government Authority under these statutes/concerned Acts

## **11. REPORTING, INSPECTION, REVIEW & MONITORING**

### **11.1 Reporting Requirements**

During contract Period, the Operating Agency shall

- a) Furnish to Authority a report not later than 30 days after expiry of each quarter stating in reasonable detail about the condition of the Project Facility



including its compliance or otherwise with general maintenance requirements, Suppliers Manual and Safety Standards.

- b) Promptly give such other relevant information of marketing development along with details of opening stock, total fruits and vegetables procured for storage, sales made and closing stock of fruits and vegetables at the end of each quarter.
- c) Furnish any other report as may be required by the authorized representative of the Authority/Authority from time to time.
- d) Furnish Copy of audited half-yearly/annual account/report of the agency to the Authority at the end of each half year/financial year.

#### **11.2 Inspection**

The Authority or any of its authorized representative (s) shall have the absolute right at its own discretion and intervals, as may be deemed fit, or periodically inspect the facilities, status of operation, documents, quality check, statutory compliances, if any etc. The authorized representative shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the status and level of operation, opening stock, fruits and vegetables received for storage and despatched including closing stock, defects or deficiencies in operation, problems and complaints of its customers, if any, issues related to safety & security and corrective measures/action taken thereto and along with any other relevant issues/material/information etc and send a copy thereof to the Authority and the Operating Agency, based on which remedial action may have to be initiated as and when necessary.

#### **11.3 Review**

Besides review of the reports received from the Operating Agency and O & M Inspection Report furnished by the Authorised Representative of Authority as per Clause 11.2 by the Authority on its own, the Authority shall place the same before a Committee constituted for the purpose consisting Representatives from both the office of the Directorate of Agriculture & Food Production, under the Chairmanship of Director of Horticulture at the end of each year to take review of adherence/compliance to the operational requirement, service delivery standards and meeting of financial obligations by the Operating Agency, present status of operation of the Facility including all other issues and suggest remedial/corrective measures for overall improvement of the operation and workings of the Facility and the Operating Agency and the Authority have to take actions, as may be necessary, in compliance thereof. However, in addition, the Committee shall review the performance of the Operating Agency three months before expiry of the Contract on each occasion to decide for future extension/renewal of the Contract with terms and conditions as may be deemed fit by the Authority/Committee.

#### **12. STATUTORY COMPLIANCE:**

- a) The Operating Agency shall be responsible and liable for registration, compliance and payments under all applicable laws and shall comply with and make all statutory payments, contributions, taxes, fees, levies etc., as may be due and payable under such laws including, but not limiting to The Factories

Act or The Shops and Establishments Act as applicable, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, ESI Act, 1948, The payment of Bonus Act 1965, The payment of Gratuity Act 1972, The Contract Labour (R&A) Act 1970, The payment of Wages Act, 1936, The Finance Act 1991 and The Minimum Wages Act, The Industrial Disputes Act.

- b) The Operating Agency shall apply, coordinate, obtain and maintain various approvals/certifications/appropriate rights, licences, agreements, permissions for materials, methods, processes and systems used in or as applicable under various laws and accreditations for the Project Facility & its operation including for production/process batches as required and copies of which shall be provided to Authority.
- c) The Operating Agency shall maintain all the prescribed and requisite records, registers under the various Statutes/Laws/Accrediting Institutions and produce them for inspection as and when required by the Authority or by any authority under these Statutes.
- d) The operating Agency shall provide an employment card to each employee as required under the Contract Labour (Regulations and Abolition) Act, 1970.
- e) The Operating Agency shall take care of all insurances, GST, statutory compliance to the employees, utility bills for electricity, water supply, waste management etc.

**13. LIABILITY AND INDEMNITY:**

- a) The Authority shall stand fully indemnified by the Operating Agency in respect of any claim or liability arising in respect of the labour or any employee engaged by the Agency, whether on account of wages or otherwise, including the labour or employees engaged through the contractor (s) of the Operating Agency even if such a claim or liability arises during, on or after the contract period.
- b) The Operating Agency shall indemnify Authority against all the losses, injuries and any kind of damage to the IPH Facility including its surroundings and all its assets caused by the Operating Agency directly/indirectly or due to negligence, omission and commission of its employees or their activities.
- c) In no case, the Authority will be liable or required to make any payment whether to any Government authority or any person in connection with the employment of personnel by the Operating Agency in connection with the said services.
- d) The Operating Agency shall bear all outgoings including any stamp duty (including stamp duty for registration of contract agreement), other duties, taxes, charges, levies, bills and penalties, etc. whatsoever during the

e) subsistence of this contract.

14. **SUB-CONTRACTING:**

The Operating Agency shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of portion of work, its rights and obligations under this agreement to any third party without the prior written permission from Authority in case of emergency requirements.

15. **LOSS/THEFT/DAMAGE:**

i. The Operating Agency has to bear the cost of replacement and expenses incidental thereto for any loss/damage caused by any natural calamity or vandalism, theft and/or tempering of any asset at the Facility.

ii. Replace any equipment(s) in case of theft and the occurrence of the same, has to be reported to the Authority immediately.

iii. The Operating Agency shall have to ensure that any activity of the Agency in the Project Facility during the contract Period will not damage any existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Operating Agency directly / indirectly or due to negligence shall have to be borne by the Operating Agency.

16. **EXTENSION/RENEWAL OF CONTRACT:**

The Authority shall have the right at its absolute discretion to renew the Agreement for further terms of five years each subject to maximum two renewals. Further Extension or renewal will be subject to condition that the Operating Agency shall qualify all the following parameters and any other condition(s) including enhancement of lease rent at any rate over the stipulated annual escalation of 3%, if decided and stipulated by the Authority or Review Committee and agreed to by the Operating Agency at the time of such renewal or extension.

Fulfilment of minimum Business Plan

- a) Use of property for the purpose for which it is meant
- b) Confirmation of the maintenance Standards
- c) Timely payment of Annual Rent and other dues.
- d) Timely submission of reports and corrective measures as suggested by the Authority or Committee.

**17. GOVERNING LAWS AND JURISDICTION:**

The Contract shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to the Agreement.

Signature of Authority

(Name & Designation with Seal)

Signature of Authorised Representative  
Operating Agency

(Name & Designation with Seal)

Witnesses:

For Director of Horticulture 1)

2)

For OPERATING AGENCY

1)

2)

**SCHEDULE OF PROPERTIES**

- A. Land
- B. Boundary Wall
- C. Bore-Well
- D. Details of Properties of Hot water treatment plant

Signature of Authority

Signature of Authorized Representative

Operating Agency

(Name & Designation with Seal)

(Name & Designation with Seal)

Witnesses:

For Director of Horticulture 1)

2)

For OPERATING AGENCY

1)

2)