



Ministry of Food Processing Industries
Government of India



Sikaria Mega Foodpark Private Limited

(A Special Purpose Vehicle (SPV) Company Under Ministry of Food Processing Industries, Union Government of India)

Head Office: CF-9, Salt Lake City, Sector-1, Kolkata 700064

Phn No- +91 33 4066 9256 E-mail- mail@tripuramegafoodpark.com/ Website: <http://www.tripuramegafoodpark.com/>

TENDER NOTICE

REF : Controlled Temperature Warehouses/ Cold Storages & Ripening Chambers Facilities (O&M)

Sikaria Mega Foodpark Private Limited (SMFPL/SPV) under the administrative control of Ministry of Food Processing Industries (MoFPI) Government of India has developed the 'Controlled Temperature Warehouses/ Cold Storage Chambers/ Ripening Chambers Facilities' At Agartala.

SMFPL invites expression of interest from reputed private agencies for acting as Operators for Operation and Management of the above said at Tripura Mega Food Park, NH-8, Khayerpur Amtali Bypass Road. Tripura-799008

S.No	Particulars	Dates
1	Date of Publication	07/08/2024
2	Last date of submission by Email Only	28/08/2024 within 2.00 PM
3	EOI Processing Fee (non refundable)	INR 2000.00 (Rupees Two Thousand Only)
4	Site visit	12/08/2024
5	Opening of Technical Bid	28/08/2024 at 3.00 PM
6	Opening of Financial Bid	31/08/2024 at 2.00 PM

The tender documents can be downloaded from- <http://www.tripuramegafoodpark.com/>

GM/Kolkata



Confidential

Expression of Interest

August 2024

Selection of

Partner & Operator

For

Controlled Temperature Warehouses / Cold Storage Chambers / Ripening
Chambers

At Tripura Mega Food Park, Agartala



Sikaria Mega Food park Private Limited

(SMFPL)

**Head Office-CF-9, Sector-1, Salt
Lake, Kolkata-700064**

Ph. - +91 33 4066 9256 / +9147368944

Website: <http://www.tripuramegafoodpark.com/>

Email: mail@tripuramegafoodpark.com

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Disclaimer

The information contained in this EOI document or subsequently provided to Bidders/Applicants, whether verbally or in documentary or any other form by or on behalf of SMFPL or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by SMFPL to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties within formation that may be useful to the min the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumption sand assessments arrived at by the Authority in relation to the Selection of the Operators. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for SMFPL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SMFPL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. SMFPL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process. SMFPL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant up on the statements contained in this EOI

For Sikaria Mega Foodpark (P) Limited



S/d GM / Kolkata

Notice Inviting Tender

1. Invitation for Bid

2. As per Notification/ Guidelines issued by Ministry of Food Processing Industries, Government of India, all SPVs (including Sikaria Mega Foodpark Private Limited) are directed to rent out all the Common Facilities of the Mega Food Park to Third-party agencies. Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV are one of the Common Facilities of the Tripura Mega Food Park. Thus, Sikaria Mega Foodpark Private Limited (SPV) invite Tender for allotment of Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV on Rent Basis to Eligible Agency.

3.

S.No	Particulars	Dates
1	Date of Publication	07/08/2024
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6	Opening of Financial Bid	31/08/2024 at 2.00 PM

4. The above schedule is tentative and SMFPL reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever
5. The Notice inviting EOI document can be downloaded from https://tripuramegafoodpark.com/tender_notice.php/https://tripuramegafoodpark.com/uploadpdf/. The document fee Rs. 2000/- (Rupees two thousand only) to be submitted in the form of Demand Draft only, in favor of the “Sikaria Mega Foodpark Private Limited (SMFPL)” payable at Kolkata. The original DD to be deposited to the office of the undersigned before date of opening of EOI physically and not in online mode but the Demand Draft can be sent with the help of speed post.
6. The EOI documents are not transferable, and Proposal has to be submitted manually.
7. In case the date of opening of the EOI as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time
8. Any revisions, clarifications, corrigendum, addenda, time extensions etc. to this Notice inviting EOI will be posted on the SMFPL website. Applicants should regularly visit the web site to keep themselves up dated.



Instruction to Applicants

a. General

- i. Detailed description of the objectives, scope of services and other requirements relating to this selection of Operator are specified in the Standard Operator Procedure (SOP) for Controlled Temperature Warehouses/ Cold Storage Chambers/ Ripening Chambers Facilities' mentioned in the EOI.
- ii. Applicants shall submit its technical proposal in the form and manner specified in the Appendices of the EOI. The technical proposal shall be submitted in the format **Formats 1,2,3.**
- iii. Applicants are advised to submit its Financial Bid in the format attached as is Schedule Part II (Format for Submission of Financial Bid).

b. Conditions of Eligibility of Applicants

- i. Applicants must carefully read the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

c. Technical Criteria

- i. For Indian bidder, applicant must be a company incorporated in India under Indian Companies Act 1956 / 2013 as amended/modified/replaced from time to time or equivalent foreign laws as applicable in the home country; or (ii) a Limited Liability Partnership (LLP), registered under Limited Liability Partnership Act, 2012 or equivalent foreign laws as applicable in the home country or (iii) Partnership Firm. For International bidder, the bidder must be accompany operating in India as per Indian laws.
- ii. **Applicant should have VALID REGISTRATION/ENLISTMENT with any STATE PWD / CPWD / any CPSU FOR least 1 year of prior demonstrated experience.** Necessary supporting documents issued by competent authorities as per Indian laws supporting the enlistment/registration is to be attached.
- iii. **Deleted**
- iv. **Applicant must have valid :**
 - a. **Trade Licence**
 - b. **Pan Card**
 - c. **Voter Card**
 - d. **Bank Account Details.**
 - e. **Self Attested Copy of Valid Registration/ Enlistment with any State PWD/ CPWD / any CPSU**



- v. Applicant (Both applicants in case of joint venture) has never been blacklisted or debarred or banned by any Government Department /PSU /Semi Government Agency/ Funding agencies in Indian if blacklisted, blacklisting was duly cancelled and currently not blacklisted. The applicant should submit self-certification to this effect. Any applicant found blacklisted by any Government Department/ PSU/ Semi Government Agency in India, shall not be considered for this bid.

d. Financial Criteria

Applicant should have had average annual financial turnover of Rs 100.00 Lakhs or more from food processing business during The last three consecutive financial years (2020-21, 2021-22 and 2022-23) ending 31st March 2023(Original copy of certificate from practicing CA or statutory auditor or audited financial statements to be submitted.

e. Number of Proposals

- i. No Applicant shall submit more than one Application for the bid and Applicant can submit proposal for one or for all the facilities Controlled Temperature Warehouses/ Cold Storage Chambers/ Ripening Chambers Facilities in Tripura Mega Food Park.

f. Cost of Proposal

- i. The Applicant shall be responsible for all of the costs associated with the preparation of their proposal and their participation in the selection process including subsequent negotiation, visits to the SMFPL offices at CF - 9, Salt Lake City, Sector-1, Kolkata - 700064.
- ii. SMFPL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

g. Site visit and verification of information

- i. Applicants are encouraged to submit their respective Proposals after visiting the sites and ascertaining for themselves the site conditions, location, surroundings, climate, access to the raw materials, availability of skilled manpower etc. and study the applicable laws and regulations or any other matter considered relevant by them.

ii. For any query/Site Visit you can contact:

1. Name: Project Manager
Mobile No./WhatsApp No: 9147368944
Email address: manager@tripuramegafoodpark



h. Acknowledgement by Applicant

- i. It shall be deemed that by submitting the EOI proposal, the Applicant has made a complete and careful examination of the EOI; received all relevant information requested from the SMFPL; acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of SMFPL and satisfied itself about all matters, things and information.
- ii. Applicant acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertaking provided by it under and in terms thereof.
- iii. SMFPL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concern in correlating to EOI or the Selection Process, including any error or mistake therein or in any information or data given by SMFPL.

i. Right to reject any or all Proposals

- i. Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

j. Amendment of EOI

- i. At any time prior to the deadline for submission of Proposal, SMFPL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI document by the issuance of Addendum/Amendment
- ii. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, SMFPL may, in its sole discretion, extend the Proposal Due Date without providing any explanation.

k. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this EOI. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.



13. GFR2017:EOI shall duly comply the provisions of GFR-2017 (i.e.Rule186 etc.)

14. Technical Proposal

- a) Applicants shall submit the technical proposal in the formats as per EOI (the "Technical Proposal").
- b) While Technical Proposal, the Applicant shall, in particular, ensure that:
 - The Bid document fee is provided.
 - All forms are submitted in the prescribed formats and signed by the authorized signatories.
- c) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forth with.
- d) Late Proposals: Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

15. Confidentiality

- a) Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. SMFPL shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence.

16. Short listing of successful applicants at Technically Qualified Stage

- a) Financial Bid shall be opened of successfully technically qualified applicant.
- b) The highest bidder shall be awarded with LOI (Letter Of Intent). Subsequently SMFPL shall execute agreement with the successful bidder (as per model agreement enclosed)
- c) Company reserve the Right to negotiate with H1 & H2 (H1= 1st Highest bidder, H2= 2nd Highest Bidder)



Technical Proposal Submission

Technical Proposal Formats

Form-1-LetterofProposal

Form-2–Applicant Details

Format3–Non-Blacklisting/Debarment

Format-4 – CA Certificate



Form-1-Letter of Proposal

(On Applicant's letter head)

The General Manager,
Sikaria Mega Foodpark Private Limited (SMFPL)
Kolkata Corporate Office

Sub: Request for Proposal for Operation, Maintenance and Management of Controlled Temperature Warehouses / Cold Storage Chambers / Ripening Chambers

Dear Sir,

We, the undersigned Applicant have read and examined in detail the EOI Bid document for operation, maintenance and management of above said Unit at Tripura Mega Food Park, Agartala.

We confirm having submitted all the details in support of qualifying criteria as required by you along with this Application and all other necessary documents.

In case you require any further information in this regard, we agree to furnish the same. We hereby declare that the Statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We hereby declare that we were never blacklisted by any Central/ State Government/ PSU/ Public Authority or Organization. We understand that you are not bound to accept all or any EOI bid you receive.

Yours Sincerely,

Authorized Signatory:
Designation:
Registered Address:
Place:
Date:



Form-2–Applicant Details

1	Name of the Bidder/Applicant	
2	<ul style="list-style-type: none"> - Year of Incorporation on commencement of business - Place of Incorporation - Udyog Aadhaar No 	
3	Sole Proprietorship / LLP / Company/ Partnership Firm/ Trust/ NGO /SHG/ Others	
4	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
5	Telephone No.(with STD Code)	
6	Mobile No	
7	E-mail of the Contact Person	
8	Website	
9	GST Details (Preferably Tripura)	
10	PAN	
11	Aadhaar Number	
12	Bid Security details	



Form-2–Applicant Details (Of Partners if any)

1	Name of the Partner	
2	<ul style="list-style-type: none"> - Year of Incorporation on commencement of business - Place of Incorporation - Udyog Aadhaar No 	
3	Sole Proprietorship/ LLP/ Company/ Partnership Firm/ Trust/ NGO /SHG/ Others	
4	Name & Designation of the Authorized person to whom all references shall be Made regarding this Bidding Document	
5	Telephone No.(with STD Code)	
6	Mobile No	
7	E-mail of the Contact Person	
8	Website	
9	GST Details (Preferably Tripura)	
10	PAN	
11	Aadhaar Number	
12	Bid Security details	



Format 3–Declaration of Non-Blacklisting/Debarment

(If the Bidder has partner then Non-Blacklisting / Debarment of partner is also necessary)

Note: Documentary Evidence:100 Rs Notarized Affidavit from Authorized Signatory

The General Manager,
Sikaria Mega Food Park Private Limited
Kolkata Corporate Office

Sub:- Declaration of Non black-listing

Dear Sir,

We confirm that our company or firm, -----is currently not blacklisted or Debarred by any State or Central Government or Central or State PSU on the date of submitting the EOI.

Yours Sincerely

Authorized Signatory:

Designation:

Registered Address:

Place:

Date:



Format 4- CA Certificate

.....,

(Chartered Accountants)**Mob. No.**

E-mail:

To.....

.....

.....,

Sir,

Sub:- Certificate of turnover of M/s

It is to certify that we have checked and verified the books of accounts, documents and records produced before us by M/s and found that total turnover of the said party during previous financial year

Sl.No	Financial Year	Turnover (Rs Crores)	Net worth (Rs Crores)	Profit (Rs Crores)
1	FY 2020-21			
2	FY 2021-22			
3	FY 2022-23			
	Average for three years			

We further certify that we are the statutory auditor of M/s for the financial Year

For

Chartered Accountants:

Membership Number:

Certificate No:



Format for Submission of Price BID

BID SCHEDULE-Part-II (PRICE BID)

	Description	Quote
I	Tender No.	01
II	Name of Facility	Cold Storage (1No) : Chamber Number 1 + Chamber Number 2
III	Reserve Price (in INR)	1 st Chamber- (6 *12*10)=720 Lakh 2 nd Chamber- (6 *12*10)=720 Lakh
IV	Quoted premium over Reserve Price, (non-zero and positive) INR for contract period of 10 years	In figures:
		In words:

Conditions related to the Price Bid Schedule:

As per Notification/ Guidelines issued by Ministry of Food Processing Industries, Government of India, all SPVS (including Sikaria Mega Foodpark Private Limited) are directed to rent out all the Common Facilities of the Mega Food Park to Third-party agencies. Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV are one of the Common Facilities of the Tripura Mega Food Park. Thus, Sikaria Mega Foodpark Private Limited (SPV) invite Tender for allotment of Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV on Rent Basis to Eligible Agencies.

1. The reserve price is exclusive of all applicable statutory taxes, duties, etc
2. The bidder to quote the non-zero and positive premium over reserve price in INR/10 years on basis. The same is to be quoted in figures (up to two decimal points) as well as words.
3. The above quote should be clearly specified and quotation written in words will prevail in all cases.
4. SMFPL shall charge monthly installments/contract fee as Final Price (Reserve Price + Quoted Premium) in 120 equal monthly installments.

Name & address of the Bidder

.....

Date:

Place:



Format for Submission of Price BID

BID SCHEDULE-Part-II (PRICE BID)

	Description	Quote
I	Tender No.	02
II	Name of Facility	Cold Storage (1No) : Chamber Number 3 + Chamber Number 4
III	Reserve Price (In INR)	3 rd Chamber- (6 *12*10)=720 Lakh 4 th Chamber- (6 *12*10)=720 Lakh
IV	Quoted premium over Reserve Price, (non-zero and positive) INR for contract period of 10 years	In figures:
		In words:

Conditions related to the Price Bid Schedule:

As per Notification/ Guidelines issued by Ministry of Food Processing Industries, Government of India, all SPVS (including Sikaria Mega Foodpark Private Limited) are directed to rent out all the Common Facilities of the Mega Food Park to Third-party agencies. Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV are one of the Common Facilities of the Tripura Mega Food Park. Thus, Sikaria Mega Foodpark Private Limited (SPV) invite Tender for allotment of Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV on Rent Basis to Eligible Agencies.

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2. The bidder to quote the non-zero and positive premium over reserve price in INR/10 years on basis. The same is to be quoted in figures (up to two decimal points) as well as words.
3. The above quote should be clearly specified and quotation written in words will prevail in all cases.
4. SMFPL shall charge monthly installments/contract fee as Final Price (Reserve Price + Quoted Premium) in 120 equal monthly installments.

Name & address of the Bidder

.....

Date:

Place:



Format for Submission of Price BID

BID SCHEDULE-Part-II (PRICE BID)

	Description	Quote
I	Tender No.	03
II	Name of Facility	Cold Storage (2No) : Chamber Number 1 + Chamber Number 2
III	Reserve Price (in INR)	1 st Chamber- (8 *12*10)=960 Lakh 2 nd Chamber- (8 *12*10)=960 Lakh
IV	Quoted premium over Reserve Price, (non-zero and positive) INR for contract period of 10 years	In figures:
		In words:

Conditions related to the Price Bid Schedule:

As per Notification/ Guidelines issued by Ministry of Food Processing Industries, Government of India, all SPVS (including Sikaria Mega Foodpark Private Limited) are directed to rent out all the Common Facilities of the Mega Food Park to Third-party agencies. Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV are one of the Common Facilities of the Tripura Mega Food Park. Thus, Sikaria Mega Foodpark Private Limited (SPV) invite Tender for allotment of Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV on Rent Basis to Eligible Agencies.

1. The reserve price is exclusive of all applicable statutory taxes, duties , etc
2. The bidder to quote the non-zero and positive premium over reserve price in INR/10 years on basis. The same is to be quoted in figures (up to two decimal points) as well as words.
3. The above quote should be clearly specified and quotation written in words will prevail in all cases.

SMFPL shall charge monthly installments/contract fee as Final Price (Reserve Price + Quoted Premium) in 120 equal monthly installments.

Name & address of the Bidder

.....

Date:

Place:



Format for Submission of Price BID

BID SCHEDULE-Part-II (PRICE BID)

	Description	Quote
I	Tender No.	04
II	Name of Facility	Ripening Building: Chamber no.1, Chamber no. 2, Chamber no.3, Chamber no.4
III	Reserve Price (in INR)	1 st Chamber- (0.5 *12*10)=60 Lakh 2 nd Chamber- (0.5 *12*10)=60 Lakh 3 rd Chamber- (0.5 *12*10)=60 Lakh 4 th Chamber- (0.5 *12*10)=60 Lakh
IV	Quoted premium over Reserve Price, (non-zero and positive) INR for contract period of 10 years	In figures:
		In words:

Conditions related to the Price Bid Schedule:

As per Notification/ Guidelines issued by Ministry of Food Processing Industries, Government of India, all SPVS (including Sikaria Mega Foodpark Private Limited) are directed to rent out all the Common Facilities of the Mega Food Park to Third-party agencies. Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV are one of the Common Facilities of the Tripura Mega Food Park. Thus, Sikaria Mega Foodpark Private Limited (SPV) invite Tender for allotment of Controlled Temperature Warehouses/Cold Storage Chambers/Ripening Chambers of SPV on Rent Basis to Eligible Agencies.

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2. The bidder to quote the non-zero and positive premium over reserve price in INR/10 years on basis. The same is to be quoted in figures (up to two decimal points) as well as words.
3. The above quote should be clearly specified and quotation written in words will prevail in all cases.

SMFPL shall charge monthly installments/contract fee as Final Price (Reserve Price + Quoted Premium) in 120 equal monthly installments.

Name & address of the Bidder

.....

Date:

Place:



Part: III
Model Agreement Between the Highest Bidder and
SMFPL

AUTHORISATION AGREEMENT FOR USE OF STORAGE SPACE FOR DEDICATED COLD STORAGE (TENDER NO- 1,2,3)

Sikaria Mega Foodpark (P) Limited (SMFPL/SPV), is a Special Purpose Vehicle Company under Ministry of Food Processing Industries, Govt. Of India dedicated for the development of Tripura Mega Food Park in the State of Tripura.

THIS AUTHORISATION AGREEMENT for use of storage space on dedicated warehousing basis is made on this day of _____ between SMFPL having its Head Office at CF-9, Salt Lake City, Sector – I, Kolkata 700 064 (hereinafter called “SPV” which expression shall include its successor or successors in interest and assigns) and M/s. _____ represented by its authorized signatory (letter of authorization / Board Resolution / Power of Attorney to be enclosed) Shri _____ (_____) (hereinafter referred to as “the Second Party” which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the Second Party has requested SPV for providing storage space at CPC/PPC of Tripura Mega Food Park for storage of _____ (only the notified commodities under the Warehousing Corporations Act, 1962), belonging to the second party or its clients as service provider (letter of authorization to be enclosed). In consideration of the Second party’s request vide their letter dated _____ _____ SPV agrees to provide the storage space of _____ Sq. Meters. at CPC/PPC of Tripura Mega Food Park _____ on the following mutually agreed terms and conditions:

- 1) The Second Party will utilize the storage space of _____ Sq. Meters. for a period of _____ year/s w.e.f. _____. Both SPV and Second Party shall have the option of renewing this agreement on mutually agreed terms and conditions.
- 2) The rate of storage charges shall be Rs. per Sq. Mtr. per month of part thereof on gross

area basis.

The aforesaid storage charges will be subject to enhancement from time to time at the discretion of SPV. The service tax/GST as applicable from time to time shall be payable extra by the Second Party.

- 3) The Second Party shall deposit three months storage charges in advance as interest free security deposit with SPV which shall be refundable to the Second Party at the time of vacation of Cold Store after fulfilling all its liabilities.
- 4) The Second Party shall make their own arrangements for comprehensive insurance of stocks stored in the demised premises, covering thereby stocks against all insurable risks such as theft burglary, pilferage, flood, cyclone, fire, civil commotion etc. renewing the policies from time to time and keeping the policies in force. SPV shall not be responsible to make good any losses/damages to goods and the Second Party shall indemnify SPV for all the costs which may be incurred by SPV for loss minimization with respect to insurance claim or any consequential loss to SPV.

Insurance Policy so obtained by the Second Party would be endorsed in favor of SPV to protect the interest of SPV, as bailee of the goods.

- 5) The building insurance, in case of owned Cold Store on, shall be arranged by SPV. In case of any mala fide action or negligence on the part of the depositor or his employees or any other person on his behalf as a result of which the claim of SPV is rejected, Second Party shall compensate the loss to SPV.
- 6) The payment of storage charges will be made within four days of raising the bill in advance by Second Party to First Party. It is also agreed that such bills would be submitted to the Second Party by the Warehouse Manager/ Estate Manager, SPV, on or before 3rd day of every month. First Party shall not be responsible for any delay (if any) in receiving of the bill towards storage charges. In case the payment is delayed/not made, interest @ 18% per annum will be charged and will be payable by the Second Party.

In case payment is not made for a maximum period of 2 months by the Second Party



to First Party then it shall be treated as breach of contract and agreement shall be stand terminated.

- 7) The Second Party will ensure to carry on their transactions in the said Cold Store under the overall discipline of SPV and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the Cold Store floor at any given time shall not exceed 3.33 MT/Sq. Mtr.
- 8) The Second Party shall utilize the Cold Store for storage purposes of legalized goods only, no illegal/ banned items would be stored in the said premises. Second Party shall be solely responsible for such unlawful activities / storages.
- 9) The Second Party is required to take all the clearance/permission etc. for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same will be to the account of the Second party and SPV will not be responsible for the same including the expenses for defending/initiation of any legal suit/proceedings.
- 10) The Second Party is allowed to maintain their own stock accounting of goods stored in the Cold Store on basis. The Second party is also permitted to deploy their own security personnel for the storage space allotted subject to overall discipline and control of the Warehouse Manager/Estate Manager of SPV.

The Second Party agrees to allow SPV officials or its authorized representatives for inspection of the Cold Store premises at any time to ensure compliance of the terms and conditions of the agreement and any other rules and regulations.

Access control at the main gate of the warehouse to be manned by SPV and recording the movement of inward and outward of vehicles to be done by SPV for which the second party shall produce requisite documents / information to the

authorized representative of SPV at main gate.

- 11) SPV based on the request of the party would consider providing separate water, telephone and electricity connection wherever feasible. Cost of installation shall be borne by the Second Party. The payment for all the utilities will be made by the Second Party with intimation and necessary proof to SPV.

The overall load shall not exceed the sanctioned limit.

Cabling etc. to be done and removed at the cost of the Second Party.

Separate sub-meter is to be installed by the Second Party at their cost and the electricity charges to be paid on actual basis as calculated in the highest applicability of Electricity Supply Authority's rates along with proportionate cess and levies, service tax, if any, calculated on actual consumption basis.

If due to their using the electricity, SPV is required to pay a higher tariff for electricity than the prevailing highest tariff applicable, and due to change in the categorization/structured load the difference/additional liability of whatever nature, on this score is to be borne by the Second Party.

- 12) SPV agrees to allow Second Party to carry out their transactions from 9.00 a.m. to 9.00 p.m.

The Second Party may carry on their transactions in the nominated Cold Store beyond the working hours as specified in clause No.11.0 subject to permissible time limit as may be prescribed from time to time under relevant statutory provisions applicable to the transactions.

- 13) The Second Party shall be entitled to remove its goods, fittings, fixtures etc. at their own cost and hand over the Cold Store to SPV after restoring it in the same condition in which it existed at the time of commencement of the agreement.
- 14) The Second Party shall have to bear service tax, GST and any other tax levied by Central/State/Local bodies from time to time including Stamp Duty if any imposed on execution on this agreement. The Second Party shall also have to bear the GST,



tax/duty etc. imposed in the aforesaid transaction on account of enactment of new Act or any amendments made in the existing Acts/Rules.

- 15) Any other tax/levy imposed by the local bodies on account of their business activities / operations at CPC/PPC of Tripura Mega Food Park_the same shall be borne / payable by the Second Party without any demur.
- 16) The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination, as per clause 17.
- 17) No alteration, modification or structural changes in the Cold Store /demised premises shall be undertaken by the second party without written prior permission of SPV. However, the second party may undertake whitewash/colourwash/floor painting and install their furniture's fixtures, at their cost.
- 18) The arrangement can be terminated by either party by giving 3 months advance notice or changes in lieu thereof.

However, in case breach of provisions/conditions of this agreement by the Second Party, SPV can immediately terminate this arrangement without resorting to 3 months' notice.

- 19) On/after expiry of Agreement period, Second Party shall hand over peaceful vacant possession with due cleaning of said premises.

ADDITIONAL CLAUSE

- A) Repairing, Maintenance & Operation should be done by Second Party. During repairing/ maintenance if anything changed in plant, machinery and/ or any other equipments by Second Party then that old item after replacement should be submitted to SPV.
- B) If required Second Party can place silent diesel generator set for D cold storage



but the place where the generator should be place that would be decided by the SPV according to Vastu.

- C) If necessary, Second Party can prepare Racking System in D cold storage which should be made up of Bamboo/ MS / SS as per specifications/ Drawings approved by SPV.

ARBITRATION CLAUSE

- 20) All disputes and differences arising out if or in any way touching upon or concerning this agreement whatsoever shall be referred to the Sole Arbitration of any person appointed by the Managing Director, Sikaria Mega Foodpark (P) Limited, Kolkata. The award of such arbitration shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred/being transferred or vacating his office or being unable to act for any reason the Sikaria Mega Food park (P) Limited at that time shall appoint any other person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. The Arbitrator shall give a speaking award. The venue of Arbitration shall be at such place as may be fixed by the Arbitrator at his sole discretion. The cost of arbitration shall be borne by parties as per the decision of the Arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

- 21) It is agreed that consequent upon forced/normal termination of this agreement, M/s.____ shall wind up and terminate their business operations and clear the said Cold Store of their personal property and their furnitures, fixtures and other material within the period specified for such clearance in the termination order in case of failure the Cold Store /property of SPV would be get cleared under the provisions contained in the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 at the risk and cost of M/s. __. Any damage to the facility/ Cold Store arising out of the business operations of M/s. __ save for normal wear and tear, shall be made good by M/s. .



Witness In witness whereof the parties hereto have set their hand the day and year first written above.

ON BEHALF OF SPV

General Manager

ONE BEHALF OF _____

Authorised signatory

Witness : 1.

2.

Witness : 1.

2.



Part: III
Model Agreement Between the Successful Bidder and
SMFPL

AUTHORISATION AGREEMENT FOR USE OF STORAGE SPACE ON
DEDICATED RIPENING CHAMBER.(TENDER NO 4)

Sikaria Mega Foodpark (P) Limited (SMFPL/SPV), is a Special Purpose Vehicle Company under Ministry of Food Processing Industries, Govt. Of India dedicated for the development of Tripura Mega Food Park in the State of Tripura.

THIS AUTHORISATION AGREEMENT for use of storage space on dedicated warehousing basis is made on this day of between SMFPL having its Head Office at CF-9, Salt Lake City, Sector – I, Kolkata 700 064 (hereinafter called “SPV” which expression shall include its successor or successors in interest and assigns) and M/s. represented by its authorized signatory (letter of authorization / Board Resolution/Power of Attorney to be enclosed) Shri _____ (_____) (hereinafter referred to as “the Second Party” which expression shall include its successor or successors in interest, legal heirs and representatives).

AND WHEREAS the Second Party has requested SPV for providing storage space at CPC/PPC of Tripura Mega Food Park ___ for storage of _____ (only the notified commodities under the Warehousing Corporations Act, 1962), belonging to the second party or its clients as service provider (letter of authorization to be enclosed). In consideration of the Second party’s request vide their letter dated _____ SPV agrees to provide the storage space of _____ Sq. Meters. at CPC/PPC of Tripura Mega Food Park ___ on the following mutually agreed terms and conditions:

- 1) The Second Party will utilize the storage space of ___ Sq. Meters. for a period of ___ year/sw.e.f. _____. Both SPV and Second Party shall have the option of renewing this agreement on mutually agreed terms and conditions.



- 2) The rate of storage charges shall be Rs. _____ per Sq. Mtr. per month of part thereof on gross area basis.

The aforesaid storage charges will be subject to enhancement from time to time at the discretion of SPV. The service tax/GST as applicable from time to time shall be payable extra by the Second Party.

- 3) The Second Party shall deposit three months storage charges in advance as interest free security deposit with SPV which shall be refundable to the Second Party at the time of vacation of Ripening Chamber after fulfilling all its liabilities.
- 4) The Second Party shall make their own arrangements for comprehensive insurance of stocks stored in the demised premises, covering thereby stocks against all insurable risks such as theft burglary, pilferage, flood, cyclone, fire, civil commotion etc. renewing the policies from time to time and keeping the policies in force. SPV shall not be responsible to make good any losses/damages to goods and the Second Party shall indemnify SPV for all the costs which may be incurred by SPV for loss minimization with respect to insurance claim or any consequential loss to SPV.

Insurance Policy so obtained by the Second Party would be endorsed in favor of SPV to protect the interest of SPV, as bailey of the goods.

- 5) The building insurance, in case of owned Ripening Chamber on dedicated Warehousing, shall be arranged by SPV. In case of any mala fide action or negligence on the part of the depositor or his employees or any other person on his behalf as a result of which the claim of SPV is rejected, Second Party shall compensate the loss to SPV.
- 6) The payment of storage charges will be made within four days of raising the bill in advance by Second Party to First Party. It is also agreed that such bills would be submitted to the Second Party by the Warehouse Manager/ Estate Manager, SPV, on or before 3rd day of every month. First Party shall not be responsible for any delay (if any)



in receiving of the bill towards storage charges. In case the payment is delayed/not made, interest @ 18% per annum will be charged and will be payable by the Second Party.

In case payment is not made for a maximum period of 2 months by the Second Party to First Party then it shall be treated as breach of contract and agreement shall be stand terminated.

- 7) The Second Party will ensure to carry on their transactions in the said Ripening Chamber under the overall discipline of SPV and shall also abide by various laws of the land. The Second Party will also assume the responsibility for any damages to the property due to their negligence while the same remains under their use. The Second Party shall also ensure that the load on the Ripening Chamber floor at any given time shall not exceed 3.33 MT/Sq. Mtr.
- 8) The Second Party shall utilize the Ripening Chamber for storage purposes of legalized goods only, no illegal/ banned items would be stored in the said premises. Second Party shall be solely responsible for such unlawful activities / storages.
- 9) The Second Party is required to take all the clearance/permission etc. for storing the goods from the concerned authorities and liability if any, on account of violation/non-compliance occurs, the same will be to the account of the Second party and SPV will not be responsible for the same including the expenses for defending/initiation of any legal suit/proceedings.
- 10) The Second Party is allowed to maintain their own stock accounting of goods stored in the Ripening Chamber on dedicated warehousing basis. The Second party is also permitted to deploy their own security personnel for the storage space allotted subject to overall discipline and control of the Warehouse Manager/Estate Manager of SPV.

The Second Party agrees to allow SPV officials or its authorized representatives for inspection of the Ripening Chamber premises at any time to ensure compliance of the terms and conditions of the agreement and any other rules and regulations.



Access control at the main gate of the warehouse to be manned by SPV and recording the movement of inward and outward of vehicles to be done by SPV for which the second party shall produce requisite documents / information to the authorized representative of SPV at main gate.

- 11) SPV based on the request of the party would consider providing separate water, telephone and electricity connection wherever feasible. Cost of installation shall be borne by the Second Party. The payment for all the utilities will be made by the Second Party with intimation and necessary proof to SPV.

The overall load shall not exceed the sanctioned limit.

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If due to their using the electricity, SPV is required to pay a higher tariff for electricity than the prevailing highest tariff applicable, and due to change in the categorization/structured load the difference/additional liability of whatever nature, on this score is to be borne by the Second Party.

- 12) SPV agrees to allow Second Party to carry out their transactions from 9.00 a.m. to 9.00 p.m.

The Second Party may carry on their transactions in the nominated Ripening Chamber beyond the working hours as specified in clause No.11.0 subject to permissible time limit as may be prescribed from time to time under relevant statutory provisions applicable to the transactions.



- 13) The Second Party shall be entitled to remove its goods, fittings, fixtures etc. at their own cost and hand over the Ripening Chamber to SPV after restoring it in the same condition in which it existed at the time of commencement of the agreement.
- 14) The Second Party shall have to bear service tax, GST and any other tax levied by Central/State/Local bodies from time to time including Stamp Duty if any imposed on execution on this agreement. The Second Party shall also have to bear the GST, tax/duty etc. imposed in the aforesaid transaction on account of enactment of new Act or any amendments made in the existing Acts/Rules.
- 15) Any other tax/levy imposed by the local bodies on account of their business activities / operations at CPC/PPCof Tripura Mega Food Park__the same shall be borne / payable by the Second Party without any demur.
- 16) The second party is forbidden to sublet the demised premises to any third party. Any violation to this clause shall be deemed as a breach to this agreement and the same shall be liable for termination, as per clause 17.
- 17) No alteration, modification or structural changes in the Ripening Chamber /demised premises shall be undertaken by the second party without written prior permission of SPV. However, the second party may undertake whitewash/colourwash/floor painting and install their furnitures fixtures, at their cost.
- 18) The arrangement can be terminated by either party by giving 3 months advance notice or changes in lieu thereof.

However, in case breach of provisions/conditions of this agreement by the Second Party, SPV can immediately terminate this arrangement without resorting to 3 months notice.

- 19) On/after expiry of Agreement period, Second Party shall hand over peaceful vacant possession with due cleaning of said premises.



ADDITIONAL CLAUSE

- A) Repairing, Maintenance & Operation should be done by 2nd Party. During repairing/ maintenance if anything changed in plant, machinery and/ or any other equipments by 2nd Party then that old item after replacement should be submitted to 1st party.
- B) If required 2nd Party can place silent diesel generator set for Ripening Chamber but the place where the generator should be place that would be decided by the 1st Party according to Vastu.
- C) If necessary, 2nd Party can prepare Racking System in Ripening Chamber which should be made up of Bamboo/ MS / SS as per specifications/ Drawings approved by 1st party.

ARBITRATION CLAUSE

- 20) All disputes and differences arising out of or in any way touching upon or concerning this agreement whatsoever shall be referred to the Sole Arbitration of any person appointed by the Managing Director, Sikaria Mega Foodpark (P) Limited, Kolkata. The award of such arbitration shall be final and binding on the parties to this agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred/being transferred or vacating his office or being unable to act for any reason the Sikaria Mega Foodpark (P) Limited at that time shall appoint any other person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. The Arbitrator shall give a speaking award. The venue of Arbitration shall be at such place as may be fixed by the Arbitrator at his sole discretion. The cost of arbitration shall be borne by parties as per the decision of the Arbitrator.



Subject as aforesaid the Arbitration & Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

- 21) It is agreed that consequent upon forced/normal termination of this agreement, M/s. _____ shall wind up and terminate their business operations and clear the said Ripening Chamber of their personal property and their furnitures, fixtures and other material within the period specified for such clearance in the termination order in case of failure the Ripening Chamber /property of SPV would be get cleared under the provisions contained in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 at the risk and cost of M/s_____ Any damage to the facility/ Ripening Chamber arising out of the business operations of M/s. _____ save for normal wear and tear, shall be made good by M/s_____



Witness In witness whereof the parties hereto have set their hand the day and year first written above.

ON BEHALF OF SPV

General Manager

ONE BEHALF OF _____

Authorised signatory

Witness : 1.

2.

Witness : 1.

2.



Part: VI**Display Board Format**

Date:
NOTICE
<p>In order to improve efficiency of service delivery at the Controlled Temperature Warehouses/ Cold Storages/ Ripening Chambers/ all CPC/PPC facilities, Sikaria Mega Foodpark Private Limited (SPV) is proposing to appoint Partners/Agencies.</p>
<p>Contact Details of Proposed Operating Agency:</p>
<p>1) Name: Mobile Number:</p>
<p>2) Name: Mobile Number:</p>
<p>In case of any Complaint about the service provided by the Operating Agency/Partner;</p>
<p>Contact may kindly be made with the following SPV officials:</p>
<p>2) Name: (General Manager) Mobile No./WhatsApp No: 9147368944 Email address: manager@tripuramegafoodpark.com</p>
<p>Contact can also be made with General Manager, Kolkata H.O - for any unresolved query/clarification/complaint:</p>
<p>Email address: mail@tripuramegafoodpark.com Mobile No./WhatsApp No: 8100176430</p>
