

**Invitation of bids for operation and maintenance of the common
processing plant for seed spices at Spices Park,Guna, Madhya Pradesh**

Bid document

**Spices Board
Ministry of Commerce & Industry
Government of India,
Cochin 682 025**

Invitation of bids for operation and maintenance of the common processing plant for seed spices at Spices Park, Guna, Madhya Pradesh

Spices Board, Ministry of Commerce & Industry, Government of India established a common processing plant for seed spices in Spices Park, Mavan Village, Guna in Madhya Pradesh. The Board has leased the operation and maintenance of the common processing plant to a leading exporter till the end of April 2019. Spices Board now invites Expression of Interest (EOI) from interested exporters to operate and maintain the processing facilities in the park for a period of 5 years. The plant and facilities will be leased out to the successful bidder ***'as is where is condition'***. The selected bidder shall have to remit a security deposit in the form of Bank Guarantee and pay lease rent amount on a monthly basis from the date of taking possession of the facility. The lease rent amount will be annually increased by 10 % of the agreed amount. A one-time non-refundable operational charge of Rs.2.00 lakhs is to be paid in advance, in the form of Demand Draft drawn in favour of Spices Board, payable at Ernakulam.

The successful bidder to whom the facility is intended to be leased out shall be selected on the basis of two covers bidding system viz., Techno-commercial bid and Financial bid.

The successful bidder will be responsible to carry out the required modification / rectification, if any, of the existing plant on their own and operate & maintain the plant and meet all expenses for the operation and day-to-day running of the processing plant including electricity, maintenance cost of diesel generator, water charges etc. Detailed terms and conditions of the Bidding process are given in the instructions to bidders (ITB).

The bidders shall submit techno commercial and financial bid on or before **24th April 2019**. Financial bid of those bidders whose techno-Commercial bids are acceptable only will be opened.

The Board will open the technical bid on 25.4.2019 at 11 am in the presence of the available bidders or their representatives and the Financial bids will be opened at 3.00 pm on the same day.

DIRECTOR (MKTG)

Place: Cochin-25

Date : 22.3.19

Instructions to Bidders (ITB)

1.0 Scope of Bid

1.1 Spices Board, Ministry of Commerce and Industry, Government of India had established a full line processing facility for Seed Spices with a capacity of 2 tons per hour and 2 warehouses having area of 800 sq meters each in the Spices Park at Guna. The Board proposes to lease out the said processing facilities and warehouses to prospective entrepreneurs for day-to-day operation after the end of current five year lease period in April 2019. The facility is situated at Mavan Village in Guna District of Madhya Pradesh. Spices Board intends to lease out the facilities with machinery, equipments and implements '**As is where is condition**' to the successful Bidder to operate and maintain for 5 years from the date of execution of lease deed.

1.2 The scope of work shall consist of operating the plant & machineries and warehouses successfully for a period of 5 years for which the facilities will be leased out. The successful Bidder will be permitted to use the premises of the plant building for its processing facilities. The successful Bidder will be authorized to use the facilities applicable to the processing plant such as internal roads and allow entry to the premises etc. All the running expenses, cost of spare parts, maintenance of machinery, annual maintenance of plant building, utility charges like water supply, electricity, Charges for DG Set, security charges for the operation of the facility etc. shall have to be borne by the successful Bidder.

2.0. Qualification Criteria for submitting the bid

2.1 Bidders satisfying the following criteria will be eligible to participate in the bidding

- i) The bidder shall have valid registration as exporter of spices.
- ii) The Bidder shall have previous experience in running the processing facility for Spices/agriculture commodity/food processing etc.

2.2 The Bidders shall submit the following information and copies of documents in their Techno- Commercial bid.

- (i) Copies of original documents defining the constitution or legal status, place of registration, principal place of business, Certificate of Registration as Exporter of Spices. In the case of joint venture or consortium of firms, a Memorandum of Understanding (MOU) clearly indicating the responsibilities of each partner shall be submitted.(SCHEDULE- A)
- (ii) Financial statement including total monetary value of works executed for each of the immediately preceding 3 years.(SCHEDULE - B)
- (iii) Details of previous experience (SCHEDULE - C)

2.3 The Bidders shall quote the monthly lease amount offered for the processing facility in the financial bid

2.4 The Bidders shall quote the monthly rent offered for the warehouse per square feet

2.5 The Bidders shall quote the Security Deposit offered and its form (Cheque/DD or BG) in the financial bid.

3.0 One Bid per Bidder

3.1 Each Bidder shall submit only one bid. A bidder who submits more than one bid shall be liable to be disqualified.

4.0 Site Visit

4.1 The Bidder, at his own responsibility and interest is encouraged to visit and examine the Plant and equipments, etc and obtain all information that may be necessary for preparing the Bid and entering into an Agreement for the operation of the facility. The cost of visiting the site and collecting the necessary information shall be borne by the Bidder. The Bidder who is interested to visit the site shall inform the Board's Regional office at Guna in advance in the following address.

The Asst Director,
Spices Board Regional Office,
Spices Park,
Mavan Village
Guna District
Madhya Pradesh
Pin: 473001
Mob: 8290600391
Email : spicesboardguna@gmail.com

5.0 Bid Price

5.1 The Bidder shall remit an amount of Rs. 50,000/- along with bid as Earnest Money Deposit (EMD) to Board in the form of DD drawn on any bank payable at Cochin or bank transfer to the following Board's Receipt account.

Spices Board Receipt Account	: 7176002100002354
Name of the Bank	: Punjab National bank
Name of the Branch	: Vennala, Ernakulam
IFS Code	: PUNB0717600

5.2 The EMD of the successful Bidder will be discharged only after the successful completion of the lease agreement. If the Bidder fails to execute the lease agreement within the stipulated period, the EMD will be forfeited by the Board. The EMD of the unsuccessful bidders will be refunded after the bid finalization.

5.3 The Bidder, who offers the maximum lease amount per month will be treated as the successful Bidder, provided that all the other terms and conditions specified in the bid documents are fulfilled.

5.4 The Board reserves the right to revise the lease period from time to time depending on the additional facilities that may be created which will be beneficial for the operation of the Plant.

6.0 Last date for submission of the Bid & bid opening date

6.1. The techno-commercial bid shall be kept in separate cover superscribing the “Techno Commercial Bid for leasing the processing facilities in Spices Park, Guna”. The financial bid shall be kept in separate cover superscribing the “Financial Bid for leasing the processing facilities in Spices Park, Guna”. The sealed covers of both Techno Commercial bid and financial bid shall be kept in a cover superscribing “ Bid for leasing the processing facilities in Spices Park, Guna” and sent to the following address so as to reach on or before 24.4.2019.

Shri P M Suresh Kumar
Director (Mktg)
Spices Board
Palarivattom Post
Kochi- 682025
Kerala

6.2 The Board will open the Technical bid on 25.4.2019 at 11 am in presence of the Bidders or their representatives present, if any.

6.3 Financial Bids of only those Bidders whose Technical Bids are accepted, will be opened on the same day at 3.00 pm.

7.0 Award Criteria

7.1 The Board reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the Bidder /Bidders or any obligation to inform the Bidder/Bidders of the grounds for the Board’s action.

7.2 The Board will take a decision on award of the contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the **highest lease amount** and who has been determined to be eligible in accordance with the provisions in the bid document and whose Techno-Commercial Bid is acceptable.

7.3 The successful bidder shall pay a security deposit of Rs.15 lakhs and pre-operational charge of Rs 2.00 Lakh to the Board in the form of Banker’s cheque/ bank draft drawn in favour of Secretary, Spices Board, at Cochin or remit the amount to the Board’s Receipt account as given below by NEFT / RTGS before signing the agreement.

Spices Board Receipt Account : 7176002100002354
Name of the Bank : Punjab National bank

Name of the Branch : Vennala, Ernakulam
IFS Code : PUNB0717600

7.4 The Bidder who quoted the highest lease amount will be awarded the work after executing an agreement.

7.5 The Bidder whose Bid has been accepted will be informed by the Board prior to by email, which will be followed by a confirmation letter by Speed Post.

7.6 The Award of work will constitute the formation of the Contract subject to the Bidder furnishing the Pre-operational Charge, Security deposit and lease amount advance equivalent to three months lease amount.

GENERAL CONDITIONS OF AGREEMENT

1. a) Processing facilities

- i) Coriander / Seed spices cleaning unit
- ii) Coriander / Seed spices grinding system -2 stage, powder conveying, blending and storage system
- iii) Roaster
- iv) Packing equipments for whole seeds / powder
- v) Other accessories
- vi) Color sortex equipment (recently installed)
- vii) Steam sterilization facility being installed (for which separate EOI for leasing the facility will be invited after completion).

b) Godown facilities

The Board had established two godowns ie raw material godown and finished material godown in the Spices Park.

2. *Permanent Water Supply*

The permanent water sources and water supply are available in the plant. If the Bidder desires to have additional water lines, he has to make his own arrangements and shall have to bear all cost for new connection and distribution of the water supply system without any material change in the present supply lines. Only ISI certified good quality fittings shall be used in the water distribution system. The Bidder has to pay the water charges fixed by the Board based on the Usage.

3. *Electrical Supply*

The power supply is available by the Board in the park. The Bidder shall have to make his own arrangements and shall have to bear all costs for new connection and distribution of the electric system, if required. The bidder shall meet the monthly charges of the electricity used as per the bill received from the State Electricity Board in accordance with the meter reading corresponding to the processing plant. The Bidder has also to bear the proportionate connected load demand of the Plant as per the tariff of Madhya Pradesh State Electricity Board in addition to the charges for the electric consumption based on the meter reading.

4. *Electrical Supply from DG Set*

The Board had installed stand alone DG Set for the operation of processing facility. If a bidder desires to use the DG set installed by the Board for the operation of the plant then the Tariff rates applicable for the Electrical Inspectorate, cost of diesel for running the set and user fee for using the DG Set to Board etc shall be paid by the bidder.

5. *Electrification*

The Bidder shall be responsible for any new design and installation of the power receiving and distribution and internal and external lighting systems which shall be in conformity with the requirements of the Madhya Pradesh State Electrical Inspectorate and the Bidder shall get them approved by the Inspectorate. This is over and above the electrification already in place. The light fittings, switch gear, cables, etc. used shall be of the highest standard and shall be got approved by the Board. All electrical installations shall be as per Madhya Pradesh State Electrical Inspectorate rules and regulations. The equipment and materials shall be of standard quality with ISI mark and as approved by Board.

6. *Waste Disposal*

The Bidder shall design and maintain the waste disposal system at his own cost. Any wastewater let out into the Board's common drainage system shall comply with the standards laid down by the Madhya Pradesh State Pollution Control Board and/or by the Board.

7 *Roads & Water Courses*

Existing roads or water courses, pipes, electrical and telephone lines and conduits shall not be blocked, gone through, altered, diverted or obstructed in any way by the Bidder, except with the permission of the Board. All compensation claimed for any unauthorized provision, cutting through, alteration, diversion or obstruction to such roads or water courses, etc. by the Bidder or his staff shall be recoverable from the Bidder.

8 *Indemnity & Liability*

The Bidder shall indemnify, defend and hold the Board harmless against any and all proceedings and actions and third party claims, losses, damages, accidents, loss of life and expenses of whatever nature arising out of the procurement, operation and maintenance of the Production unit or arising out of any breach by the Bidder of any of its obligations under this agreement or subsequent agreement executed by the Bidder. The Bidder shall also fully indemnify and hold harmless and defend the Board including its

officers, servants, agents and authorities representatives from or against any loss/damages arising out of or with respect to:

- a) Non-compliance with applicable laws and applicable permit by the Bidder
- b) Non-payment of tax relating to works, sub-contractors, suppliers, etc. or tax required in connection with operation and production of processed Spices, sales tax or any other taxes etc
- c) Non-payment of amount due as a result of materials or services provided to the Bidder which are payable by the Bidder or any of its agencies.

9. Tax & Duties

All charges on account of octroi, excise or sales tax, compensations and/or other duties or any levy as the case may be on the works shall be borne by the Bidder. All taxes and duties on procurement of raw materials, services and sale of finished products shall be borne by the Bidder.

10 Bye-Laws & Regulations of local and statutory authorities

- a) The Bidder shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Board informed of the said compliance with the bye-laws, payments made, notices issued and received. The Bidder shall indemnify The Board against all claims in respect of royalties, patent rights, design trade marks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Bidder shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- b) The Bidder shall comply with proper and legal orders and directions of the local or public Board or municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.

11. Insurance

The Bidder shall insure against risk of any loss, damage or body injury, which may occur to any physical property or to any person, which may arise out of the performance of the contract and during the operation and maintenance period. The Bidder shall insure the plant and machineries for not less than the full re-installment cost including cost of demolition, removal of debris etc. This insurance shall be effective from a reasonable period of taking over of the plant and machinery but not later than 30 days. The Bidder shall keep all the documents relating to the insurance and shall be made available for the inspection of the Board. The expiry date of effective insurance policy will be 6 months after the transfer of plant and machinery to the Board.

12. Labour

The Bidder shall be responsible for the safety of all employees employed by him on the works and shall report any serious accident to any of them, whatever and wherever, occurring on the works to the authorities concerned and shall make every arrangement to render all possible assistance. The Bidder shall make at his own expense adequate arrangements outside the compound, if necessary, for the housing, supply of drinking water, food, provision of latrines and urinals for his staff. The Bidder shall conform to all laws, bylaws and rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall provide the needed ESI cover to the workers employed by him. The Bidder shall pay at the rates of wages and observe conditions of labour, which are not lower than those established for the trade or industry. The Bidder shall comply with all the relevant laws applicable to the industry including laws relating to the employment, health, safety, welfare, immigration and emigration and shall allow them their legal rights. The Bidder shall not retrench the employees without the approval of the Board. The Bidder shall effect and maintain insurance against risk of claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Bidder or any of the Bidder's personnel. The Board shall also be indemnified under the policies of insurance, except that this insurance may exclude losses and claims to the extent that they may arise from any act or negligence of the Bidder or of the Bidder's personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the works.

13. Other Documents

The Board shall submit to Bidder the draft of agreements with operation and maintenance contract, etc. for its review and undertake to accept all comments and suggestions, if any, made by the Board there on. The Board shall have the right, but not the obligation, to provide its comments, observations, if any, on or in respect of the above mentioned documents within 30 (thirty) days of the receipt thereof by the Board and the Bidder shall incorporate all such comments/observations of the Board thereon. Any such comments/observations by the Board on any of the above mentioned drafts or the failure to provide such comments shall not relieve or absolve in any manner whatsoever the Bidder of his obligations, duties and liabilities under this Agreement nor shall it make the Board liable to the Bidder in any manner whatsoever and shall be without prejudice to the rights of the Board hereunder.

14. Obligations of the Board

The Board agrees to observe, comply with and perform the following:

- i. The Board agrees to the faithful use of the facilities, operation and maintenance of the Processing facilities by the Bidder as long as the Bidder is not in breach of his obligations under this agreement,
- ii. Enable access of the Bidder to the site and infrastructure facilities subject to the security arrangements at the processing facility.

- iii. Assist the Bidder, if needed, in procuring such of the applicable permits as required by law in accordance with and subject to the Bidder complying with applicable laws.
- iv. Assist the Bidder in getting access to all necessary infrastructure facilities and utilities including water, electrical and telecommunication facilities.
- v. Permit the Bidder in plying of vehicles and movement along construction plant and materials subject to customs and security clearance.

15. Rights of Board

- i. The Board has the right already to enter the premises and make necessary checks on the activities.
- ii. The Board has the right to examine the day-to-day management of the plant and to make necessary instructions for improving the performance of the process.
- iii. The Board has the right to examine any documents, accounts maintained by the Bidder on the day-to-day management of Extraction Plant.
- iv. The Board has the right to make suggestions to improve the quality of services provided by the Bidder on the day-to-day management of Extraction Plant and Bidder shall incorporate the same within a reasonable time.
- v. The Board has the right to suspend the services of any person employed by the Bidder if found unsatisfactory and the Bidder shall act immediately on such occasions.

16. Governing Law

The Bidder shall abide by all laws, rules and regulations including Factories Act, Minimum Wages Act, Provident Fund Act, Employees' State Insurance Act etc and all other Acts and Rules relating to the operation of the above premises, prevailing in the state of Madhya Pradesh and Government of India. The Bidder shall ensure that all the above are taken into account by providing the necessary documentary evidence within a month of operation of the plant.

17. Final Authority

Notwithstanding any of the conditions mentioned above, the final authority on any matter connected with the project vests with the Secretary, Spices Board.

18. Termination

The Board shall have the right to terminate the lease agreement without paying any compensation to the Bidder in case of breach of contract or default by the Bidder. Following events shall constitute events of breach of contract or default by the Bidder.

- i. The Bidder fails to commence the work within 90 days from the date of signing of the agreement

- ii. The Bidder abandons the project or any of its material obligations under the contract.
- iii. The Bidder commits default in complying with any of terms and conditions of the contract/agreement or fails to rectify the same within 30 days on receipt of notice in this behalf from the Board.
- iv. The Bidder fails to maintain the project to the satisfaction of the Board during the period of operation.
- v. If the Bidder has delayed any payment that has fallen due under this contract if such delay exceeds 30 days.
- vi. If Bidder fails to act on any instructions issued by the Board within a reasonable period to the satisfaction of Board.
- vii. If Bidder commits any alterations/modifications/additional constructions without written permission of the Board during the period of operation.
- viii. If the Bidder uses the factory and premises for any purpose not related to the business of processing of Seed Spices or make any alteration or additions or constructions without prior approval of the Board during the period of operation.
- ix. If the Bidder brings in material other than the agricultural commodity (raw material) intended for processing
- x. If the Bidder fails to ensure the safety of workers or fails to maintain regulations related to the labour laws or fails to maintain suitable arrangements for the welfare and hygienic requirements.
- xi. If the Bidder lay off the plant and fails to run continuously for 5 days other than the annual maintenance shut down of plant and machinery.

Without prejudice to any other rights or remedies which the Board may have in respect of / under this agreement, the occurrence of any breach or default by the Bidder under this agreement/contract shall entitle the Board to terminate the agreement/contract by a communication in writing (termination notice). If the Bidder fails to remedy such breach or default within the period specified by the Board, the Board shall terminate the agreement, take possession and control of the Plant, materials and built-up areas and control the project including collection of any amount due to the Bidder. No structures, temporary or permanent shall be made without the written permission from the Board.

For more details if any please contact

Director (Mktg),
Spices Board,
Palarivattom Post
Cochin, Kerala-682 025
Tel : 0484-2333607
Email:dm.sb-ker@gov.in

Application for submitting the Bid for leasing the processing facilities in the Spices Park at Guna

1. Name of the Company
- 2 Details of Certificate of Registration as Exporter of Spices
3. Name of the Contact Person, address, email id Tel No and mobile No.
4. PAN Number of the applicant
5. Details of GST Registration
6. Continuous years of business and type of business
7. Annual Turn over of the present busines
8. Type of commodity dealt with
9. Number and details of business that are currently dealing with
- 10.Engineering and operating experience of spices processing units
- 11.Details of previous experience in running a spice processing unit
12. Experience in manufacturing / modifying plant & machinery of spice units.

Place:
Date:

(Signature of the applicant)
Seal

SCHEDULE – 'A' : STRUCTURE AND ORGANISATION

Name of the Bidder
Head office address

Telephone no.

Fax no.

Email id

Regional office address

Telephone no.

Fax no.

Email id

Main lines of business.

(a) domestic since

(b) export since

Place and year of incorporation (attach
copy of certificate of incorporation)

SIGNATURE

(Attach the organization chart showing the structure of the organization)

Place:

Date:

Name:

Signature:

SCHEDULE – ‘B’ : FINANCIAL CAPABILITY

1. Name of Applicant:

2. Summary of assets and liabilities on the basis of the audited financial statement of the immediately preceding three financial years. (Please attach published annual report and audited accounts of the Bidder)

SI No	Description	2015-16	2016-17	2017-18
1	Authorized capital			
2	Capital Issued & paid-up			
3	Total Assets			
4	Current Assets			
5	Cash, temporary investment & Current receivable			
6	Total liabilities			
7	Current liabilities			
8	Net worth			
9	Working Capital			
10	Annual Turnover			
11	Gross profit			
12	Net profit before Tax			
13	Net profit after tax			

3. Current working capital arrangements:

- (a) Own resources
- (b) Cash, credit limit, etc. from the bankers

4. Current annual cash requirements for the ongoing projects

5. Proposed arrangement of funds for the Project, in case awarded

(a) Own resources

(b) Cash, credit limit, etc. from the bankers

6. Details of investments having maturity less than 1 year as on.....

7. Name and address of bankers

Signature

SCHEDULE C

Experience

Name of the Bidder

1. List of similar units / spices processing plants run by the bidder during the last 3 years

Name and address of the Unit	Spices Products manufactured	Capacity of the plant	Capacity utilization during last 3 years			Annual turn over during last 3 years		
			2015-16	2016-17	2017-18	2015-16	2016-17	2017-18

Signature

FINANCIAL BID (IN SEPARATE COVER)

1. Name & address of the bidder

2. Lease rent quoted per month for processing & storage facilities :

SI No	Name of the facility	Basic amount quoted per month (Rs)	GST 18 %	Total per month (Rs)
1.	Coriander / Seed Spices cleaning & grinding facilities including colour sortex			
2.	Storage facilities (Raw material godown and finished material godown)			
	Total per month			

SIGNATURE

SEAL