

**GENERAL TERMS & CONDITIONS
(ABRIDGED)**

**IN CONNECTION WITH
INVITATION OF OFFER EXPRESSING INTEREST
FOR OPERATION & MAINTENANCE OF THE COLD
STORAGE OF BENFED**

**AT
MEMARI, BURDWAN.
&
MIRHATI ,24 PGS(N)**

**THE WEST BENGAL
STATE COOPERATIVE MARKETING FEDERATION LTD**

**SOUTHEND CONCLAVE
1582-RAJDANGA MAIN ROAD
KOLKATA-700107**

General Terms & Conditions (abridged) in connection with invitation of offer expressing interest to run and maintain the Cold Storage of BENFED at Memari, Burdwan and Mirhat , 24 Pgs (North)

1. The person submitting the offer has to justify his/their bona fide, experience in running Cold Storage Unit for storage of Potato and financial solvency to BENFED if and as called for ;
2. The person shall be holding valid PAN,TAN and VAT Registration. The offer should accompany Xerox copies of the registration certificates which shall be verified by BENFED, if his offer is accepted which shall be verified by BENFED if his offer is accepted.
3. The person submitting the offer has to agree to take the charge of the Cold Storage Unit including the Plant, Machinery, Electricals, attachments, furniture & fixture on the basis of an inventory to be prepared jointly on the day of handing over the possession of the Cold Storage ;
4. The person submitting the offer has to agree to carry out the operation and maintenance of the Cold Storage strictly as per the terms of the Licence granted in favour of the BENFED by the competent Authority and shall discharge all the obligations of the said licence diligently, timely & honestly;
5. The person submitting the offer has to indemnify the BENFED against all consequences and/or losses – financial or otherwise including loss of goodwill while running the Cold Storage during the period of contract;
6. The person submitting the offer has to undertake to make payment of all statutory charges/fees/levies, etc., as may be incidental to such operation of the Cold Storage Unit;
7. The person submitting the offer shall not inflict any damage to the property, machinery, hinterland and environment of the Cold Storage Unit during operation of the Cold Storage under the proposed contract;
8. The person submitting the offer has to duly take necessary permission and install necessary fire-fighting equipment in the premises of the Cold Storage before starting operation under the management of the person submitting the offer;
9. The person submitting the offer has to adopt necessary insurance cover for the stock of notified agricultural produces to be stored in the Cold Storage against all normal risks as are covered by the Insurance Company.
10. The person submitting the offer has to reimburse the cost of insurance of the Cold Storage Building, its plant & machineries, equipments, furniture and other utilities as may be provided to us for furthering/continuing the operation of the Cold Storage Unit, to BENFED immediately on claim. Such Insurance Policy shall be taken by BENFED for the entire period of operation of the cold storage unit under the management of the person submitting the offer and such reimbursement shall have to be made by the offer or with in 15 days of the date of demand made by BENFED.
11. The person submitting the offer has to undertake to pay the cost of electricity to the extent consumed by the Cold Storage unit on the basis of the Bills to be issued by the West Bengal State Electricity Distribution Company Ltd. Such liability shall

- be discharged by the person submitting the offer irrespective of whether the Cold Storage is run up to its full capacity or not, on the basis of contract demand;
12. The person submitting the offer has to bear subject to cl.10 above, the liability on his/their part for payment of electricity charges shall be limited to the extent of amount as may be arrived at in proportion to consumption if the electricity is shared by BENFED for their purpose in any other utility/office, etc. within the premises in which the cold storage is situated;
 13. The person submitting the offer has to accept the possession of the Cold Storage on **“as is where is basis”** subject to cl. 2 and shall not alter/add/modify/remove/remodel/shift/ dismantle any part or utility in the cold storage without prior written permission of BENFED and any other authority competent whose permission may be necessary for such purpose, except for the sake of repairing or breakdown;
 14. The person submitting the offer has to agree to bear the cost of repairing of Plant & Machinery, etc., but for any major repairing of any such item, prior consultation will be made with BENFED and consent of BENFED will be taken prior to undertaking the work as far as possible and unless such repairing is emergent in nature.
 15. The person submitting the offer has to undertake to hand over back the possession of the Cold Storage and other properties as we may receive to BENFED, subject to such modifications as may be effected with the approval of BENFED, after the period of operation & maintenance is over in terms of the contract that may be entered into between BENFED and the person submitting the offer;
 16. The person submitting the offer has to deposit **“Security Deposit”** of Rs.600000/- (Rupees Six Lakh) only for operation of the Cold Storage under this present offer, out of which Rs.50000/- (Rupees Fifty Thousand) only is to be tendered as **“Earnest Money”** along with the offer.
 17. The person submitting the offer has to note that the **“Earnest Money”** shall be refunded without any accrual of benefit if the offer is not accepted by BENFED.
 18. The person submitting the offer has to note that the Earnest Money shall be liable to be forfeited for the failure on his/their part either in keeping the offer open or if the offer is accepted, in taking over the possession of the Cold Storage within such time as may allowed by BENFED and/or in depositing the balance amount of Rs.550000/- (Rupees Four Lakh Fifty Thousand) only;
 19. The person submitting the offer has to note that subject to satisfactory operation of the cold storage, the entire amount of **“Earnest Money”** shall be deemed as **“Security Deposit”** and may be adjustable against the amount of charge to be paid for awarding the right to operate and maintain the cold storage as per this present offer and/or for liquidation of any outstanding liability on account of unpaid Electricity Bill, Rents & Taxes, Levies, any other statutory dues/liabilities, Insurance premium, etc. for the period of operation under this offer or for loss/damage of the any of the properties handed over to us for any act of God or for reason beyond the control of the person submitting the offer ;

20. The person submitting the offer has to quote the net amount of consideration for operation and maintenance of the Cold Storage in lump sum in terms of Rupees. The amount shall be quoted for operation & maintenance on “per season of operation (February – November) of a year” basis. Such amount may be paid to BENFED in the following manner:
- (i) At a time at the beginning of the operation
 - (ii) At regular monthly interval by 10th of the succeeding month
 - (iii) By quarterly instalments
 - (iv) By half-yearly instalments
 - (v) By payment of _____ % at a time on the day of signing the contract and rest by instalments as per (ii)/(iii)/(iv) above;
 - (vi) In any other manner as follows:
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- 21 The person submitting the offer has to pay a penalty for default in compliance with any of the above terms including payment of contract fees as per cl.15 and such penalty may include, besides termination of the contract, a fine @ 12.00 % of the amount of money in default;
- 22 The person submitting the offer shall undertake not to engage any other person (individual/corporate) for the purpose of assignment of the work, viz., operation & maintenance of the Cold Storage on their behalf;
- 23 The person submitting the offer has to undertake not to offer the property comprising, land, building, Plant & Machinery of the Cold Storage as may be handed over under the present scheme of operation, to any Bank/Financial Institution on mortgage for raising working capital in the form of Term Loan or Cash-Credit Limit or otherwise;
- 24 The person submitting the offer has to notify to BENFED any change in the partnership or proprietorship of our Firm/Company including any change of the Bank Account operators, if occur during the period of operation under the present scheme of offer;
- 25 The person submitting the offer shall on selection agree to furnish a Bank guarantee from A class scheduled Bank or Nationalized Bank before taking over the Cold Storage for a sum Rs. 5,00,000/-(five lakh) only which may be invoked by BENFED upon breach of any provision of the agreement.
- 26 The person submitting the offer has to agree to execute necessary Agreement with BENFED subject to the terms of this offer, if the work is assigned to him;
- 27 The person submitting the offer has to agree to pay Income Tax at source/Service Tax, as and if be applicable, for assigning the contract and authorize BENFED to effect recovery thereof;
- 28 BENFED has to secure valid Licence for operation of the Cold Storage from the competent authority in the Government of West Bengal;

29 The person submitting the offer has to agree to keep the present offer valid for 60 (Sixty) days from the date of opening of the offer, for a decision by BENFED;

**DESCRIPTION OF THE COLD STORAGE PROPOSED TO BE OFFERED FOR OPERATION
ON CONTRACT**

- a. Description of the Cold Storage : Cold Storage of 4000 M.T. Storing
Capacity in two Chambers of same sizes.
- b. Technical parameters :
 - (i) Cooling System : Gravity cooling system.
 - (ii) Building : Four-storied Building.
 - (iii) Insulation : EPS
 - (iv) Name of the Refrigerant : Ammonia
- c. Equipment:
 - (a) Compressor : 3 (three) nos. Compressors
(Reciprocating Type) driven by 60 HP
Slip Ring Motors with Starters.
 - (b) D.G. Sets : 2 (two) nos. 125 KVA Diesel Generator Sets at Memari
and one no 70 KVA at Mirhat
 - (c) Pump Sets : 3 (three) nos. 7.5 hp 'beacon' pump sets.
 - (d) Condenser : 16 sets of 6 m long 12 pipe high condensers
- c. Other utilities available :
 - (a) Office Room : One Room adjacent to the Cold Storage in
the Ground Floor.
 - (b) Store Room : Nil
 - (c) Drying Shed : Two storied Drying Shed (covered)
 - (d) Availability of Water : Adequate, from Deep Tube Well.
 - (e) Electrical Sub-Station Room : Existing with usual Sub-Station
Equipments
 - (f) Availability of Staff Quarter/
Labour Shed : One room for the operators & labour shed
adjacent to the cold storage
- d. Validity of Licence : Applied for.
- e. Commodity to be stored : Potato

FORM OF OFFER

(To be submitted IN DUPLICATE in the Official Letter head of the entrepreneur expressing the interest. All the pages should contain the signature of the person submitting the Offer in the margin/at appropriate place)

To
The General Manager (Business),
West Bengal State Co-operative Marketing
Federation Ltd. (BENFED),
Southend Conclave, 3rd Floor,
1582, Rajdanga Main Road,
Kolkata – 700107.

Sub : Offer for operation & maintenance of the Cold Storage Unit of BENFED at Memari in Burdwan District and at Mirhat in 24 Parganas (North) district.

Sir,

Having gone through the Offer document issued to me/us by your Office/downloaded from your website in connection with the subject mentioned above, we hereby offer our terms – in monetary terms and conditions of operation & maintenance – for favour of your kind consideration and decision :

1. I/We are competent to submit this offer and agree to produce the evidence of my/our bona fide to BENFED if and as called for ;
2. I/We agree to take the charge of the Cold Storage Unit including the Plant, Machinery, Electricals, attachments, furniture & fixture on the basis of an inventory to be prepared jointly on the day of handing over the possession of the Cold Storage;
3. I/We agree to carry out the operation and maintenance of the Cold Storage strictly as per the terms of the Licence granted in favour of the BENFED by the competent Authority and shall discharge all the obligations of the said licence diligently, timely and honestly;
4. I/We shall indemnify the BENFED against all consequences and/or losses – financial or otherwise including loss of goodwill while running the Cold Storage during the period of contract ;
5. I/We shall undertake to make payment of all statutory charges/fees/levies, etc., as may be incidental to such operation of the Cold Storage Unit;
6. I/We undertake not to inflict any damage to the property, machinery, hinterland and environment of the Cold Storage Unit during operation of the Cold Storage under the proposed contract ;
7. I/We shall duly take necessary permission and install necessary fire-fighting equipment in the premises of the Cold Storage while operation under my/our management;
8. I/We undertake to adopt necessary insurance cover for the stock of notified agricultural produces to be stored in the Cold Storage against all normal risks as are covered by the Insurance Company.
9. I/We undertake to reimburse the cost of insurance of the Cold Storage Building, its plant & machineries, equipments, furniture and other utilities as may be provided to us for

- furthering/continuing the operation of the Cold Storage Unit, to BENFED immediately on claim but not later on 15 days from the date of claim by BENFED. Such Insurance Policy shall be taken by BENFED for the entire period of operation of the cold storage unit under my/our management;
10. I/We undertake to pay the cost of electricity to the extent consumed by the Cold Storage unit on the basis of the Bills to be issued by the West Bengal State Electricity Distribution Company Ltd. Such liability on my/our part shall be discharged irrespective of whether the Cold Storage is run upto its full capacity or not, on the basis of contract demand;
 11. Subject to cl.9 above, the liability on my/our part for payment of electricity charges shall be limited to the extent of amount as may be arrived at in proportion to consumption if the electricity is shared by BENFED for their purpose in any other utility/office, etc. within the premises in which the cold storage is situated;
 12. I/We agree to accept the possession of the Cold Storage on "as is where is basis" subject to cl. 2 and shall not alter/add/modify/remove/remodel/shift/ dismantle any part or utility in the cold storage without prior written permission of BENFED and any other authority competent whose permission may be necessary for such purpose, except for the sake of repairing or breakdown;
 13. I/We agree to bear the cost of repairing of Plant & Machinery, etc., but for any major repairing of any such item, prior consultation will be made with BENFED and consent of BENFED will be taken prior to undertaking the work as far as possible and unless such repairing is emergent in nature.
 14. If my/our present offer is accepted by BENFED, I/we undertake to hand over the possession of the Cold Storage and other properties in the same condition as received by me/us to BENFED, subject to such modifications as may be effected with the approval of BENFED, after the period of operation & maintenance is over in terms of the contract that may be entered into between BENFED and ourselves;
 15. I/We undertake to deposit "Security Deposit" of Rs.600000/- (Rupees six Lakh) only for operation of the Cold Storage under this present offer, out of which Rs.50000/- (Rupees Fifty Thousand) only is tendered herewith as "Earnest Money".
 16. I/We understand that the "Earnest Money" shall be refunded without any accrual of benefit if the offer is not accepted by BENFED.
 17. I/We further understand that the Earnest Money shall be liable to be forfeited for the failure on my/our part either in keeping the offer open or if the offer is accepted, in taking over the possession of the Cold Storage within such time as may allowed by BENFED and/or in depositing the balance amount of Rs.450000/- (Rupees Four Lakh Fifty Thousand) only;
 18. Subject to satisfactory operation of the cold storage, the entire amount of "Earnest Money" shall be deemed as "Security Deposit" and may be adjustable against the amount of charge to be paid for awarding the right to operate and maintain the cold storage as per this present offer and/or for liquidation of any outstanding liability on account of unpaid Electricity Bill, Rents & Taxes, Levies, any other statutory dues/liabilities, Insurance premium, etc. for the period of operation under this offer or for loss/damage of the any of the properties handed over to us for any act of God or for reason beyond our control ;
 19. I/We undertake to pay a net amount of Rs._____ (Rupees _____) only to BENFED for operation & maintenance per season of operation (February – November) of a year as charge for

awarding the contract for operation and maintenance of the cold storage under the present scheme of the offer with annual incremental increase @ 10 % on the contracted amount . Such amount shall be paid to BENFED in the following manner :

- (ii) At a time at the beginning of the operation :
- (iii) At regular monthly interval by 10th of the succeeding month :
- (iv) By quarterly instalments :
- (v) By half-yearly instalments :
- (vi) By payment of _____ % at a time on the day of signing the contract and rest by instalments as per (ii)/(iii)/(iv) above;
- (vii) In any other manner as follows:

I/We agree to pay a penalty for default in compliance with any of the above terms including payment of contract fees as per cl.15 and such penalty may include, besides termination of the contract, a fine @ 18.00% of the amount of money in default;

- 20. I/We undertake not to engage any other person (individual/corporate) for the purpose of assignment of the work, viz., operation & maintenance of the Cold Storage on our behalf;
- 21. I/We undertake not to offer the property comprising, land, building, Plant & Machinery of the Cold Storage as may be handed over to us under the present scheme of operation, to any Bank/Financial Institution on mortgage for raising of working capital in the form of Term Loan or Cash-Credit Limit or otherwise;
- 22. I/We undertake to notify to BENFED any change in the partnership or proprietorship of our Firm/Company including any change of the Bank Account operators, if occur during the period of operation under the present scheme of offer;
- 23. I/We agree to execute necessary Agreement with BENFED subject to the terms of this offer, if the work is assigned to us ;
- 24. I/We agree to pay Income Tax at source/Service Tax, as and if be applicable, for assigning the contract and authorize BENFED to effect recovery thereof;
- 25. BENFED has to secure valid Licence for operation of the Cold Storage from the competent authority in the government of West Bengal;
- 26. I/We agree to keep the present offer valid for 60 (Sixty) days from the date of opening of the offer, for a decision by BENFED;
- 27. I/We agree to furnish Bank Guarantee of Rs. 5,00,000/-(five lakh) from any scheduled A class Bank or any Nationalized Bank before taking over the premises further , assurance of performing the contract.

A Bank Draft bearing no. _____ dated _____ for Rs.50000/- (Rupees Fifty Thousand) only of _____ Bank, _____ Branch drawn in favour of the West Bengal State Co-operative Marketing Federation Ltd. is enclosed as "Earnest Money"

Date :

Yours faithfully,

Address for correspondence:

Signature of the person submitting the Offer