

REQUEST FOR PROPOSAL
FOR SETTING UP AND OPERATIONALISATION OF
NATIONAL FOOD LABORATORIES
(Open Tender enquiry)

Request for Proposal (RFP) No. 01/2020-21
File No.12015/01/2020-QA

Food Safety and Standards Authority of India
(A statutory Authority established under the Food Safety and Standards Act, 2006)
FDA Bhawan, Kotla Road, New Delhi-110002

Dated the 09th December, 2020

The Food Safety and Standards Authority of India (FSSAI) has been established under Food Safety and Standards Act, 2006 which consolidates various acts & orders that have hitherto handled food related issues in various Ministries and Departments. FSSAI has been created for laying down science-based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption.

2. FSSAI has been *inter alia* mandated by the FSS Act, 2006 for laying down procedure and guidelines for accreditation of laboratories and notification of the accredited laboratories. Accordingly, the Food Safety and Standards (Recognition and Notification of Laboratories) Regulations, 2018 was notified by FSSAI in November, 2018. As per these regulations, every food laboratory shall *inter alia* have-

- (a) accreditation against ISO/IEC 17025 by the National Accreditation Board for Testing and Calibration Laboratories or such other equivalent accreditation agency as may be approved by the Food Authority;
- (b) adequate capability and competence for testing of food safety and quality parameters as per the requirements of the Act;
- (c) person possessing qualification and experience required for being appointed as Food Analyst under rule 2.1.4 (1) of the Food Safety and Standards Rule, 2011; and
- (d) the infrastructure and facilities including equipment required for carrying out the analysis as per the scope.

3. FSSAI already has two National Food Laboratories (NFLs) - one in Northern India at Ghaziabad and another in Eastern India at Kolkata. FSSAI intends to establish two more NFLs – one in Southern India at Chennai and the other in Western India at Mumbai both on PPP model.

4. FSSAI (hereinafter called “The Authority”), therefore invites separate tenders under Two Bid System (Technical Bid and Financial Bid) in sealed covers for “**Setting up and Operationalization of National Food Laboratories at JNPT, Mumbai**” and “**Setting up and Operationalization of National Food Laboratories at Chennai Port Trust, Chennai**”.

5. The abovementioned title with name of Laboratories applied for, RFP No. and date of opening of the bids should be super scribed on the sealed covers to avoid the bid being declared invalid. Please also super scribe ‘Technical Bid and ‘Financial Bid’ on the respective covers.

6. General information about the tender is as follows: -

- (a) Queries to be addressed to : nilesh.ojha@nic.in
- (b) Postal Address for sending the Bids : Assistant Director(Quality Assurance)
Food Safety and Standards Authority of
India, FDA Bhawan, Kotla Road,
NewDelhi-110002
- (c) Name/designation of contact person : Nilesh Kumar Ojha
Assistant Director (Quality Assurance)
- (d) Last Date & Time for Receipt of Tenders : **12th January, 2021 at 1500 Hrs**
- (e) Date and Time of Opening of Tenders : **12th January, 2021 at 1530 Hrs**

7. This RFP is divided into four Parts as follows: -

- (a) **Part I:** Contains general information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II:** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Details, Delivery Period, Mode of Delivery and Consignee details and Technical Bid Format.
- (c) **Part III:** Contains Terms & Conditions of RFP, which will form part of the Contract with the successful Bidder, besides other conditions contained in this RFP.
- (d) **Part IV:** Contains Evaluation Criteria and Format for Price Bids/Financial Bids.

8. Each page of this tender enquiry should be signed by the bidder or authorised representative and following certificate be given in the offer letter under the seal of the bidder:

‘I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM AS PER **ANNEXURE-I**’

9. This RFP is being issued with no financial commitment and this office reserves the right to change or vary any part thereof at any stage. This office also reserves the right to withdraw the RFP, should it become necessary at any stage.

-Sd-
(Umesh Kumar Jain)
Jt. Director (Quality Assurance)

PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. **Last date, time and manner of submission of Bids:** The quotations under two-bid system (i.e. Technical Bid & Financial Bid) in sealed covers should be submitted by **12th January, 2021 by 1500 hrs.** Late tenders will not be considered. No responsibility will be taken for delay in submission of bid for any reason. The responsibility to ensure this lies with the Bidder.
2. **Time and date for opening of Bids:** The tender will be opened on **12th January, 2021 at 1530 hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by this office).
3. **Location of the Tender Box:** Reception Office, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
4. **Place of Opening of the Bids:** Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time of Technical bid and Financial bid separately.
5. **Two-Bid System:** In case of the Two-Bid System, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of the Technical Bids. Financial Bids of only those bidders will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done.
6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like PAN, GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office.
7. **Pre-Bid Conference & Clarifications on RFP:** A Pre-Bid Conference will be held on **18th December, 2020 at 1100hrs.** in **Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002**, prior to submission of bids, in order to clarify any doubts. Accordingly, a prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the FSSAI in advance, in writing or through email, about the clarifications sought **not later than 3 (three) days prior to the date of Pre-Bid Conference.** Clarifications including those provided during pre bid conference shall be published on the official website of the FSSAI (www.fssai.gov.in) after the Pre-Bid Conference. However, it shall be the duty of the prospective bidder to ensure that the clarifications sought have been properly received in time by the FSSAI.
8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the FSSAI prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in forfeiture of Bidder's EMD.

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the FSSAI may, at its discretion, request for clarification in writing/through email. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will also be rejected.
11. **Validity of Bids:** The Bids should remain valid till **06 Months** from the last date of submission of the Bids.
12. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) in favour of **Senior Accounts Officer, FSSAI** for an amount of **5,00,000/- (Rupees Five Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD should remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of six months or award of the contract, whichever is earlier. The Bid Security of the successful bidder would be returned, without any interest whatsoever, **after the receipt of Security Deposit and Performance Bank Guarantee (PBG) from the bidder** as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Project Scope

- (a) The main objective of the project is to invite the private sector to “**Setup, Operate and Transfer**” (SOT) National Food Laboratories on Public Private Partnership (PPP) mode at following sites which are in possession of FSSAI on lease from the concerned Port Authorities:

Sl. No.	Name of the Lessor	Location of Site	Space in Possession (Built up Area)*
1	Jawahar Lal Nehru Port Trust(JNPT)	Trainees’ Hostel Building JNPT Township, Sheva, Taluka Uran, District Raigad, Navi Mumbai	11873 sq. ft. (8116 sq. ft. on ground floor and 3757 on 1 st floor)
2	Chennai Port Trust(CPT)	Central Documentation Complex Building, Rajaji Salai, Chennai	14057 sq. ft. (5177 sq. ft. on 2 nd floor and 8880 sq. ft. on 3 rd floor)

*As on date there is no provision for additional area.

- (b) The monthly average of import related samples at these ports was more than 3000 and more than 700 during 2019-20 for JNPT and CPT, respectively. **The details of food items imported during the last 3 years at these ports are at ANNEXURE-II.**
- (c) A copy each of the lease agreements in respect of site at Chennai Port Trust (CPT) and Jawahar Lal Nehru Port Trust(JNPT) is at **ANNEXURE-III and ANNEXURE-IV**, respectively.
- (d) Terms and Conditions given in these lease agreements are binding on both FSSAI and the successful bidder(s) in letter and spirit.
- (e) Bidder can inspect the above sites in consultation with FSSAI to assess the existing facilities and ascertain their requirements from their end.
- (f) The RFP is the same for both the locations, but if the bidders are interested in applying for more than one location, then, they are required to submit separate bids (Technical & Financial) for each location.
- (g) The Laboratories to be set up should have the competency and capability for testing of quality and safety parameter in all food products as per Food Safety and Standards Regulations (FSSR) with accreditation as per ISO 17025:2017 by National Accreditation Board for Testing and Calibration Laboratories (NABL).
- (h) Provision for molecular biology should also be made keeping in view future requirement of GMO testing in food products. It is to be noted that GMO regulation is at draft stage and as soon as it is finalized there would be requirement of GMO testing in Food. Therefore, as of now only provision for molecular biology has to be made, however, the successful bidder may install the equipment for GMO testing if it is commercially viable. However, no fund for any CAPEX will be provided by FSSAI.
- (i) Apart from above, the scope of work shall include, but not limited to, procurement, installation & commissioning of equipment; engagement of qualified & experienced manpower; availability of consumables, accessories & CRMs; maintenance and management of the Laboratory and each part thereof; and, performing other functions and duties, as per the norms prescribed in the FSSR and as desired by FSSAI for a food laboratory from time to time.
- (j) The contract would be initially for a period of 25 (twenty-five) years and would commence from the date of handing over the sites(s) to the Successful Bidder by FSSAI. The contract can be extended for further period(s) as per the discretion of FSSAI. After expiry of period of the contract, the successful bidder shall have to transfer the laboratory to FSSAI in running condition with all project assets on as is where is basis.

- (k) There will be a six-members Steering Committee comprising 3 representatives of FSSAI and, 3 representatives of the Successful bidder for finalizing any policy issue including fixation of prices for testing of various types of food samples, appointment of arbitrator(s), appointment of financial auditor(s) for annual audit of accounts, etc. FSSAI representatives would *inter-alia* include CEO, FSSAI as chairman of the Committee; and, Commissioner Food Safety, Tamil Nadu (In case of CPT Lab) and Commissioner Food Safety, Maharashtra (In case of JNPT Lab) or their representatives as Member of the Committee.
- (l) No differential prices for testing of food samples would be charged (except in respect of tenders for bulk testing with the approval of Steering Committee).
- (1) In case of JNPT, the lab activities can be carried 24x7 subject to written guarantee that activities to be carried out will not cause nuisance, pollution or hindrance to the residents of the campus as well as damage to the structures in the vicinity of the allotted premise.
- (m) In case of CPT, the lab activities can be carried out 24x7 subject to the lessor i.e. CPT kept informed about the operation beyond working hours in advance. However, CPT reserves the right to impose restrictions in case it is deemed necessary for safety/security reasons.
- (n) There is housing facility available within JNPT residential campus which can be allocated to laboratory staff. All such allotment will be made as per prevailing guidelines of JNPT and subject to availability at the time of request raised.

2. Role and responsibilities of PPP partners: FSSAI proposes to develop the proposed project through Companies/Registered Firms/Agencies/Laboratories. The role and responsibilities of FSSAI and Successful Bidder(s) has been detailed below:

- (a) Rights, Role & Responsibilities of FSSAI:** At both the locations, FSSAI would:
- i) Provide support in the form of space already in possession on lease from the concerned Port Authorities.
 - ii) Retain the legal identity of the laboratories as NFL.
 - iii) Possess the ownership of the laboratory as lessee.
 - iv) Provide building and space on as is where is basis.
 - v) Pay the lease rent, municipal tax and property tax.
 - vi) get electrical load sanctioned for running of the labs and ensure adequate water supply.
 - vii) Would facilitate in obtaining all necessary approvals for setting up water treatment facility and ETP from prescribed statutory authorities, JNPT and/or CPT.
 - viii) Provide supervisory/technical staff – upto 5 FSSAI employees (Joint Director/Technical Manager, Quality Manager, Food Analyst, Technical Officers) depending upon the work load, for monitoring of the lab activities; and, signing & issuing test reports. FSSAI will pay the salary of its employees. For legal purpose the testing report will be signed by FSSAI Food Analyst and for other samples the report may be signed by NABL authorized signatory to be appointed by successful bidder.
 - ix) Provide sufficient space to the successful bidder within six months in case lease is cancelled by respective Port (JNPT/CPT) for the reason(s) not attributed to the successful bidder.
 - x) Provide Import Samples (Chennai and/or Mumbai, as the case may be) as far as possible, subject to availability of testing facilities and procedures in the NFL(s), as per the rates fixed for analysis of sample; and, further subject to analysis of samples as per FSS Act/Rules/Regulations, as amended from time to time.
 - xi) Would not bear any other expenditure except what is mentioned above.
 - xii) Perform all other roles and responsibilities as specified in the Agreement.

(b) Rights, Role & Responsibilities of the Successful Bidder: The successful bidder:

- i) Would be responsible for setting up, operation and maintenance of the complete food lab initially for a period of Twenty-five (25) years and for any further period extended by FSSAI, at his/her own cost.
- ii) Have the option of putting up additional facilities at the laboratory for which entire cost have to be borne by them.
- iii) Can participate in Government/Private/PSU tenders for testing of food samples.
- iv) Can take recognition/accreditation in the name of respective NFL from other regulators like Export Inspection Council (EIC), Agricultural and Processed Food Products Export Development Authority (APEDA), etc.
- v) Can set up facility beyond food testing subject to the condition that sufficient facility of testing of food samples as per FSSR should be available at all time. This condition is not mandatory it is upon the successful bidder if he so desires to set up facility beyond food testing.
- vi) Can undertake testing of Commercial samples during the process of NABL accreditation.
- vii) Can utilize the laboratory for training, as and when required.
- viii) Would open and operate a separate bank account for depositing all revenue generated from NFL. In so far as revenue sharing is concerned it would be on Gross Revenue without any tax or charge.
- ix) Would transfer the FSSAI share from this dedicated account on quarterly basis. It shall be paid on or before the 7th day of first English Calendar month of the succeeding quarter from the date of signing of the Agreement. If not paid in time, interest @ 2% p.m will be charged on defaulted amount for the period of default as penalty and FSSAI shall in the event of consistent default for three months have the right to cancel the agreement and take back the property on as is where is basis.
- x) Can avail financial assistance under any Government credit linked scheme for the additional facilities, if any, put up by them. The successful bidder can hypothecate the equipments for the same.
- xi) Would have to carry out necessary complementary civil and electrical work required for proper set up and functioning of the laboratory and commissioning of the equipment facilities, including but not limited to provision of HVAC(Heating, Ventilation and Air Conditioning) system for Chemical and Microbiology laboratory, gas piping work, wherever required, suitable laboratory furniture, carrying out modifications / additions required for access to the room etc.
- xii) would have to make the provision for effluent treatment and water softening as the effluent treatment system and water softening plant do not exist at present. The successful bidder shall strictly adhere to all environmental safeguards as prescribed by statutory authorities which also includes implementing all safety measures and safeguards for effluent collection and disposal system as per law. The bidders are advised to carry out an onsite inspection of the facilities to ascertain their suitability for providing the same.
- xiii) Would equip the laboratories with complete testing facilities as per the requirements of FSSR (i.e. Food Safety and Standards Regulations) and fully maintain and run the laboratory. The list of equipment to be installed may be decided by the bidder so as to meet all the requirement of testing for General Parameters, Quality Parameters, Heavy Metals, Pesticides, Naturally occurring toxins, Antibiotics, Microbiology etc., separately as per FSSR and provide it as per Annexure V. The successful bidder may shift the available equipment to JNPT and/or CPT, as the case may be, provided the equipment are capable of testing as per the requirements laid down in FSSR.

- xiv) Would provide the requisite qualified, skilled and experienced scientific and technical manpower and supporting human resource at the laboratory for operation and maintenance of various analytical facilities and housekeeping staff and security.
- xv) Would ensure regular and uninterrupted supply of CRMs, accessories, consumables, glassware, etc. at all times.
- xvi) Would address immediately and on-priority the obsolescence of equipment/methods and ensure that down time of equipment / laboratory services should not be more than 72 hours at any time.
- xvii) Would ensure completion of Civil and Electrical work, installation and commissioning of equipments within 06 to 08 months of handing over the premise and NABL accreditation of the laboratories within a period of one year of commissioning of equipment and maintain it throughout contract period (as per FSSR for analysis of food samples by food analysis) for all safety and quality parameters specific in various FSSRs, and as amended from time to time thereafter, if any, including testing of chemicals, heavy metals, pesticide residues, antibiotic residues, microbiological, naturally occurring toxic substances, MO, etc. However, the lab may go for accreditation of high throughput products (80% of samples) in the initial phase and for non-regular products at later stage (for products mentioned in the Annexure II of RFP).
- xviii) Would ensure submission of report of testing of regulatory samples as per timeline given in FSS rules/regulations. Other samples may be tested as per commercial terms and conditions with respective FBOs.
- xix) Would ensure day to day management of the NFL & its peaceful operation.
- xx) Have to take over the project facilities within 15 (fifteen) days from the date of award of the contract and would, during this period, deposit Rs. 15,00,000/- (Rs. Fifteen lakh only) as security deposit and Rs. 60,00,000/- (Rs. Sixty lakh only) as Performance Bank Guarantee with FSSAI followed by execution of the Agreement with FSSAI for setting up, operation and maintenance of the laboratories in next 15 (fifteen) days. The PBG/Security Deposit may be deposited in the form of FDR also. Any cost towards executing the agreement would be borne by the successful bidder.
- xxi) Would submit security deposit and performance bank guarantee in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. The security deposit and performance bank guarantee should remain valid for a period of 60 days beyond the contract period and will be returned thereafter to the bidder by FSSAI without any interest on them.
- xxii) Would properly operate and maintain the facilities using own funds.
- xxiii) Would ensure comprehensive insurance cover for the project facilities including equipment in favour of NFL, covering all types of risks.
- xxiv) Would make provision towards all support services including the security, fire safety, housekeeping, waste disposal, etc. of the lab. These support services may be outsourced. However, no cost towards the same will be borne by FSSAI.
- xxv) Would be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST, Customs Duties, etc.
- xxvi) Would adhere to all statutory laws including labour laws and bear the cost of contribution towards PF, ESI, etc.
- xxvii) Would be solely responsible for the manpower engaged by the bidder directly or through outsourcing or any other mode, whatsoever, and anyone engaged by the bidder would be on the roll of parent company of the bidder not of NFL. The staff so engaged shall not in any way have any right for claiming

- continuation/regularization/absorption in FSSAI; and, shall also not be entitled to any benefit, payment, subsidy, compensation or pension from FSSAI.
- xxviii) Would bear the cost of utilities (water, electricity and other civic services) and all maintenance contracts (including waste disposal).
 - xxix) Would provide access to FSSAI and JNPT/CPT officials, as the case may be, or their representatives at all reasonable hours – to the laboratory premise for inspecting the conditions.
 - xxx) Would maintain all records including purchases, inventory etc.
 - xxxii) Would undertake regular audit of accounts as per the directions of FSSAI.
 - xxxiii) Would provide unrestricted access for Port Trust Fire services to the premise
 - xxxiii) Would set up its own Lab Information Management System (LIMS) along with data integrity software and also server for storing data. LIMS so set up should be integrated with FSSAI's InFoLNet within 3 months from the date of operationalization of the facilities.
 - xxxiv) Would put in place security features like CCTV, monitors, access control, fire safety system, biometric, etc.
 - xxxv) Would take all statutory clearances including fire safety, environmental pollution, municipal, port authority, etc.
 - xxxvi) Would follow all directions issued by concerned port authorities from time to time.
 - xxxvii) Would transfer the laboratory with complete facility to FSSAI on as is where is basis at the end of the period of contract.

(c) Benefits to the Private Partner:

- i) Opportunity to associate with the regulator and use the brand name of FSSAI as a PPP partner.
- ii) Access to prime locations in both the cities
- iii) Substantial pre-existing business (from the import samples received at the Ports), samples from surveys conducted by FSSAI, samples from state food authorities etc.
- iv) No restriction on undertaking outside samples for testing.
- v) Being in partnership with FSSAI, increase in the credibility of testing.

3. Eligibility Criteria for Pre-Qualification of Bidders. The firm/Bidder (other than an NGO, Trust, etc. registered with Registrar of Societies) fulfilling the following eligibility criteria will be considered for opening of their Financial Bids: -

- (a) Only Indian firms/bidders are allowed to participate.
- (b) Average Annual financial turnover, during the last three years should not be less than Rs.10,00,00,000/- (Rupees Ten Crore only). However, in case of NGO, Trust etc. registered with Registrar of Societies, Average Annual financial turnover, during the last three years should not be less than Rs. 5,00,00,000/- (Rupees Five Crore only). Consortium is allowed subject to the condition that each partner should have minimum 30% stake in the consortium. Documentary evidence duly attested by a Chartered Accountant/Company Secretary should be submitted along with the Technical Bid. Bidders should also enclose notary attested copy of IT returns filed for the last three financial years, notary attested copy of audited accounts, balance sheet, annual reports, etc.
- (c) Current net worth of the bidder should be positive, except in case of NGO, Trust etc. registered with Registrar of Societies.
- (d) Companies with potential conflict of interest will not be considered.

- (e) Bidder must have valid GST Registration Certification. A copy of the certificate should be enclosed with the Technical Bid.
- (f) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical Bid.
- (g) Bidder must possess valid ESI and PF Registration and enclose copy of each with the Technical Bid.
- (h) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business of Rs. 5,00,000/- (Rupees five lakh only) toward Earnest Money drawn in favour of Senior Accounts Officer, FSSAI should be submitted along with the Technical Bid.
- (i) Bidders are required to submit Bank Solvency Certificate issued not earlier than 31th July, 2020.
- (j) The bidder should be operating at least 3 (three) food/drugs testing laboratories out of which two should have NABL accreditation for more than 3 (three) years. However, those of the bidders operating only one or two laboratories but has set up and operationalized at least three laboratories of others of which two should have NABL accreditation for more than 3 (three) years, shall also be considered.
- (k) The bidder should submit documentary proof towards successfully setting up, operation and maintenance of NABL accredited Food Testing Laboratory in India for at least past 3 years.
- (l) Bidders who have been blacklisted / debarred by the FSSAI or blacklisted/debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting. The bidder should enclose an undertaking to this effect along with the Technical Bid as per **ANNEXURE-VII**.
- (m) Bidder should provide general information as per **ANNEXURE-VIII**. Any other details, as considered necessary may also be provided.
- (n) Bidder should submit project implementation plan including timeline for carrying out civil/electrical work, delivery/installation/commissioning of the equipment, engagement of manpower, method validation and NABL accreditation, etc.
- (o) The bidder should also submit an indicative revenue generation model for the next 5 years.
- (p) Non- receipt of above mentioned documents may lead to rejection of the bid submitted by the bidder.

4. **Two-Bid System.** The quotation must be submitted by the bidder under two –bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers. Format of Technical Bid is at para 7 of the RFP.

5. **Amendment of tender documents:**

- (a) At any time prior to the deadline for submission of Tender, the FSSAI may, for any reason, modify the tender document by amendment.
- (b) The amendments shall be published on the website, and the tender shall submit copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- (c) The FSSAI shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse the website of the FSSAI for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

6. Selection Process:

The following process will be followed for selection of the bidder:

- a) Opening of technical bids, evaluation of technical bids and declaring technically qualified bidders. Subsequently, opening and evaluation of price bids of technically qualified bidders.
- b) The technically qualified bidder offering highest amount of revenue share to FSSAI for the project would be selected as the successful bidder.
- c) If two qualified Bidders have quoted the same amount of Revenue Share in their price bid, the bidder who had higher turnover in the previous financial year (2019-20) would be selected.
- d) There is no bar in selecting a single bidder for both the labs in case such bidder offers highest amount of revenue sharing for both the labs.

Note: Revenue would include all receipts towards testing of samples, conducting trainings and performing any other activity in NFL

7. Bid Form

TECHNICAL BID FORM

1.	Tender to be submitted to	Assistant Director(QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
2.	Closing date and time for receipt of Tenders.	1500 hrs on 12th January, 2021
3.	Time, date & place of opening of Technical Bids	1530 hrs on 12th January, 2021 in Conference Hall, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
4.	Earnest Money Deposit	Rs.5,00,000/- (Rupees Five Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
5.	Schedule of Requirements and other Technical features as contained in Pat II of the RFP	Complied / Not complied
6.	Bank Solvency Certificate (issued not earlier than 30 th June 2020)	Enclosed / Not enclosed
7.	Authenticated copy of PAN	Enclosed / Not enclosed
8.	Authenticated copy of GST Regn.	Enclosed / Not enclosed
9.	Documentary proof of ESI registration	Enclosed / Not enclosed
10.	Documentary proof of PF registration	Enclosed / Not enclosed
11.	Tender Bid valid for acceptance up to 06 (six) months from the date of opening of the Financial bid.	Accepted / Not Accepted
12.	Experience Certificate of having successfully installed/operated minimum 3 or more laboratories of which at least 2 are NABL Accredited for more than 3 years.	Enclosed / Not enclosed
13.	Certificate from a Chartered Accountant regarding Annual Financial Turnover during the last three	Enclosed / Not enclosed

	financial years (2019-20, 2018-19 and 2017-18) with documentary proof	
14.	Declaration form as per <u>ANNEXURE-I</u>	Enclosed / Not enclosed
15.	Proposed List of Equipment with their quantity to be provided (Please refer <u>ANNEXURE-V</u>)	Enclosed / Not enclosed
16.	Proposed List of Manpower with their designation, Technical/Non-Technical, number, qualifications to be provided (Please refer <u>ANNEXURE-VI</u>)	Enclosed / Not enclosed
17.	An undertaking that the bidder has not been blacklisted/debarred by any State Govt./ Central Govt. Department/organization as per <u>ANNEXURE-VII</u> .	Enclosed / Not enclosed
18.	General Information about the Bidder as per <u>ANNEXURE-VIII</u> .	Enclosed / Not enclosed
19.	Project Implementation Plan	Enclosed/Not enclosed
20.	Indicative Revenue Generation Model for next 5 years (2021-22 onwards)	Enclosed/Not enclosed

Signature of Bidder _____
 Name in Block letters _____
 Capacity in which signed _____
 Date _____

Stamp of the Firm

PART III- TERMS & CONDITIONS OF RFP

1. The Bidder is required to give confirmation of their acceptance of the terms & conditions of the Request for Proposal mentioned below which will automatically be considered as part of the contract concluded with the successful Bidder (i.e. Bidder in the Contract) as selected by the FSSAI. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law:** The Agreement shall be considered and made in accordance with the law of the Republic of India. The Agreement shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Award of Contract:** The contract will be awarded to the bidder as per procedure laid down in para 6 of Part-II of the RFP.
4. **Security Deposit:** The Bidder will be required to furnish Security Deposit by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum of Rs. 15,00,000/- (Rs. Fifteen lakh only) within 15 days of receipt of the confirmed order. The security deposit may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. The security deposit should remain valid for a period of 60 days beyond the contract period and will be returned thereafter to the bidder by FSSAI without any interest on it. Any cost towards executing the agreement would be borne by the successful bidder.
5. **Performance Bank Guarantee:** The Bidder will also be required to furnish Performance Bank Guarantee alongwith Security deposit through a public sector bank or a private sector bank authorized to conduct government business for a sum of Rs. 60,00,000/- (Rs. Sixty lakh only) within 15 days of receipt of the confirmed order. The Performance Bank Guarantee may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. The Performance Bank Guarantee should remain valid for a period of 60 days beyond the contract period and will be returned thereafter to the bidder by FSSAI without any interest on it. Any cost towards executing the agreement would be borne by the successful bidder.
6. **Effective Date of the Contract:** The contract shall be signed between FSSAI and the successful bidder. It shall come into effect on the date of signing on it by both the parties. It shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
7. **Effective Date of the Agreement:** The Agreement shall come into effect on the date of signing of the agreement by both the parties and shall remain valid until the completion of the obligations of the parties under the Agreement. The deliveries and supplies and performance of the service shall commence from the effective date of the Agreement.

8. **Specification & Quality:** The Bidder shall guarantee to provide the goods and services (including equipment, CRMs, accessories, furniture, manpower, etc., but not limited to) that can meet the specifications and quality which are capable of analysis of food as per FSS Act, 2006; and, Rules & Regulations made there under and amended from time to time. In case it is found that some of the goods and services are not meeting the requirement, the bidder shall change the same within a reasonable time so that the functioning of lab does not suffer. Further, all necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

9. **Serviceability:** The bidder will ensure serviceability of the facilities i.e uptime of all the equipment @ 90% per year. This amounts to total maximum downtime of 37 days per year. Also, un-serviceability/repair turnaround time should not exceed 3 working days at one time. Total down time would be calculated at the end of the year. If the total downtime exceeds 37 days in a year a penalty of Rs.5000/- per day will be applicable.

10. **Arbitration:** All disputes or differences of any kind whatsoever arising out of or in connection with the Contract, the parties shall seek to resolve any such dispute or difference by mutual discussion and bilateral discussions. However, any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably by the parties, may be resolved through arbitration by a sole arbitrator nominated and appointed by the Chairman, FSSAI. The arbitration proceedings will be held in Delhi. The award of the sole arbitrator shall be final and binding on all the parties. The Arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time. Notwithstanding any reference to the Arbitration in this clause, (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. (b) The FSSAI shall pay the agency any monies due as per the Contract. The cost of arbitration would be borne by each party equally.

11. **Penalty for use of Undue influence:** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the FSSAI or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the FSSAI to cancel the contract and all or any other contracts with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the FSSAI or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the FSSAI or to any other person in a position to influence any officer/employee of the FSSAI for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/ penalty as the FSSAI may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the FSSAI.

12. **Agents / Agency Commission:** The Bidder confirms and declares to the FSSAI that the Bidder is the service provider referred to in this Agreement and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any

way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the Agreement to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the FSSAI that the present declaration is in any way incorrect or if at a later stage it is discovered by the FSSAI that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Agreement, the Bidder will be liable to refund that amount to the FSSAI. The Bidder will also be debarred from entering into any Agreement with the Government of India/FSSAI for a minimum period of five years. The FSSAI will also have a right to consider cancellation of the Agreement either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the FSSAI in terms of the Agreement along with interest at the rate of 2% per annum above LIBOR rate. The FSSAI will also have the right to recover any such amount from any Agreements concluded earlier with the Government of India/FSSAI.

13. **Transfer and Sub-letting:** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Agreement or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Agreement or any part thereof.

14. **Amendments:** No provision of present Agreement shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Agreement and signed on behalf of both the parties and which expressly states to amend the present Agreement.

15. **Non-disclosure of Agreement documents:** Except with the written consent of the FSSAI or order of a court of law, the Bidder shall not disclose the Agreement or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

16. **Termination of the Project:**

16.1 FSSAI may, by written notice, terminate this project for the reasons attributed to the successful bidder, in any of the following events:

- (a) Termination by default for failing to perform obligations cast upon the successful bidder under the present RFP or in the event of repeated non-adherence to time schedules for setting up the Project or in cases of engaging in corrupt or fraudulent practices in completing for or in executing the Contract;
- (b) Bidder is not able to carry out testing of food samples, including testing duration, as per the provisions of FSS Act/Rules/Regulations and terms of the RFP;
- (c) There is substantial delay in implementation of the project for causes not attributable to Force Majeure for more than (02 months).
- (d) The Bidder is declared bankrupt or becomes insolvent.
- (e) Termination in case the successful bidder had provided incorrect information and documents at the time of bidding
- (f) The FSSAI has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this Agreement and paid any commission to such individual/company etc.
- (g) Persistent failure to carry out the responsibilities of bidder in spite of three notices to improve given by FSSAI over a period of not less than six months.
- (h) As per the decision of the Arbitrator.
- (i) **In above cases, Security Deposit will only be returned but PBG will be forfeited by FSSAI. The facility will also remain with FSSAI on as is where is basis.**

16.2 In case of termination, the successful bidder would cease all further work, except for such work as the FSSAI may specify in the notice of termination for the sole purpose of protecting that part of the scope of work already executed, or any work required to leave the site in a clean and safe condition.

16.3 No consequential damages shall be payable to the successful bidder in the event of such termination.

16.4 If the project is not completed within the timelines specified in this RFP, FSSAI will at any time, have the right to terminate the Contract, hire any other vendor and get the work done at the risk and cost of the successful bidder.

17. **Exit by successful bidder:** In case the successful bidder desires to exit from the partnership at any time for any reason whatsoever, he may give 03 (three) months notice in this regard to FSSAI, however, the facility will remain with FSSAI on as is where is basis.

18. **Notices:** Any notice required or permitted by the Agreement shall be written in the English language and may be delivered personally or may be sent by FAX/email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

19. **Taxes and Duties:**All taxes (including GST), customs& other duties, octroi and local taxes, etc., would be paid by the successful bidder with no cost on FSSAI.

20. **Force Majeure clause:**

- i) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- ii) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of existence of these circumstances and their consequences.
- iii) If the impossibility of complete or partial performance of an obligation lasts for more than 4 (four) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 03 (three) months to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

21. **Patent and other Intellectual Proprietary Rights.** The Bidder shall, at all times, indemnify and keep indemnified the FSSAI, free of cost, against all claims which may arise in respect of services to be provided by the Bidder under the contract **or** for infringement of any intellectual property rights or any other right protected by patent, copyright, registration of designs, trademarks, etc.

In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the FSSAI, the FSSAI shall notify the successful bidder of the same and the Bidder shall, at his own expenses take care of the same for settlement without any liability to the FSSAI.

The Bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the FSSAI/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CAMC.

PART IV- EVALUATION CRITERIA & PRICE BID FORMAT

1. **Evaluation Criteria**- The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and Financially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the FSSAI with reference to the technical characteristics mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.
 - (c) The Financial terms and documents submitted as part of the technical bids shall be scrutinized by a Technical Evaluation Committee constituted by the FSSAI.
 - (d) The Technical Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
 - (e) The decisions of the Technical Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be informed.
 - (f) The demonstration/presentation may also be conducted by Technical Evaluation Committee in which external experts from the User Institutions/funding agencies may be Invited.
 - (g) The price Bids of only those Bidders will be opened whose Technical Bids are cleared after technical evaluation.
 - (h) The Successful Bid will be decided upon the highest revenue share quoted by the particular Bidder as per the Price Format given at Para 2 below.
 - (i) If there is a discrepancy between the words and figures; the amount in words will prevail for calculation of price.
 - (j) The highest acceptable Bid will be considered further for placement of Agreement after complete clarification and price negotiations as decided by the FSSAI.
 - (k) Any other criteria as applicable to suit in a particular case.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP :-

PRICE BID

I/We hereby tender to **Setup, Operate and Transfer**” (SOT) National Food Laboratory as per the Terms & Conditions of this RFP, and the following Annual Revenue Share will be payable to FSSAI.

Description	Annual Revenue Share (in percentage)
National Food Laboratory at JNPT, Mumbai / Chennai Port Trust, Chennai* (*strike out whichever is not applicable)	

Note:

- (a) The financial bid must be filled necessarily in the format given above and has to be signed by the authorized representative of the bidder with full name, designation and seal on each page.
- (b) Price quoted should be valid for minimum 06 months from the last date of submission of the bids.
- (c) Explanatory notes, if so desired, can be separately submitted along with the financial bid but financial bid in the above format is required to be submitted.
- (d) Revenue would include all receipts towards testing of samples, conducting trainings and performing any other **activity**in NFL.

Signature of Bidder
(Name in Block letters)
Date
Capacity in which Signed
Stamp of the firm

Declaration Form

I/We M/s. _____ represented by its Proprietor /
Managing Partner / Managing Director having its Registered Office at

_____ do
hereby declare that I/We have carefully read all the terms and conditions of
tender.....datedfor “**Setting up and
Operationalization of National Food Laboratories at**
floated by the Food Safety Standard Authority of India, New Delhi and accepts all terms &
conditions of the Tender.

Signature and Seal of the Bidder
Name in capital letters with Designation

NOTE:

1. This should be submitted on the letter head of the bidder company/firm.

Annexure-II

The details of food Items imported during the last 3 years at Chennai and MumbaiPort

S.N.	Name of Food Product/Category	No. of samples tested	
		Chennai	Mumbai
1	Edible vegetables and certain roots and tubers	7172	11776
2	Edible fruit and nuts	5350	25857
3	Coffee Tea mate and spices	1410	7272
4	vegetable fats and oil	1230	1805
5	Essential oils and resinoids	853	3440
6	Miscellaneous edible preparations	701	5699
7	Preparations of cereals flour starch or milk	602	5574
8	Preparations of vegetables fruit nuts	536	5866
9	Sugars and sugar confectionery	521	3850
10	Cocoa and cocoa preparations	498	4110
11	Albuminoidal substances; modified starches; glues; enzymes	197	2113
12	Lacgumsresins and other vegetable saps and extracts	176	1548
13	Beverages vinegar and spirits	170	5829
14	Dairy produce	165	1977
15	Cereals	106	677
16	Fish and crustaceansmolluscs and other aquatic invertebrates	79	1078
17	Oil seeds and oleaginous fruits	50	2257
18	Products of milling industry;malt;starches;inulin;wheat gluten	49	563
19	Preparations of meat of fish	44	523
20	Meat & edible Meat Offal	12	964
21	Other miscelleneous products	832	1441
Total		20753	94219

464 1021

पावती

Original/Duplicate

Wednesday, August 26, 2020

नोंदणी क्र.: 39म

12:18 PM

Regn.: 39M

पावती क्र.: 1454 दिनांक: 26/08/2020

गावाचे नाव: उरण

दस्तऐवजाचा अनुक्रमांक: उरन-1021-2020

दस्तऐवजाचा प्रकार: भाडेपट्टा

मादर करणाऱ्याचे नाव: फुड सेफटी ऍन्ड स्टॅन्डर्ड ऑथोरिटी ऑफ इंडीया तर्फे अधिकृत सही करिता श्री योगेश विष्णु कामत - -

नोंदणी फी रु. 30000.00

दस्त हानाळणी फी रु. 880.00

पृष्ठांची संख्या: 44

एकूण: रु. 30880.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे

12:38 PM ह्या वेळेस मिळेल.

Sub-Registrar Uran

दुय्यम निबंधक उरण

वाजार मूल्य: रु. 39683876.4 /-

मोवदला रु. 25195102/-

भरलेले मुद्रांक शुल्क: रु. 1985300/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

ईडी/धनादेश/पे ऑर्डर क्रमांक: MH003345197202021M दिनांक: 26/08/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 880/-

ईडी/धनादेश/पे ऑर्डर क्रमांक: 1808202005212 दिनांक: 26/08/2020

बँकेचे नाव व पत्ता:

मुळ दस्त ऐवज... अमर पाटील

याचेकडे डेव्हास माझी

काही एक हरकत नाही Yameth

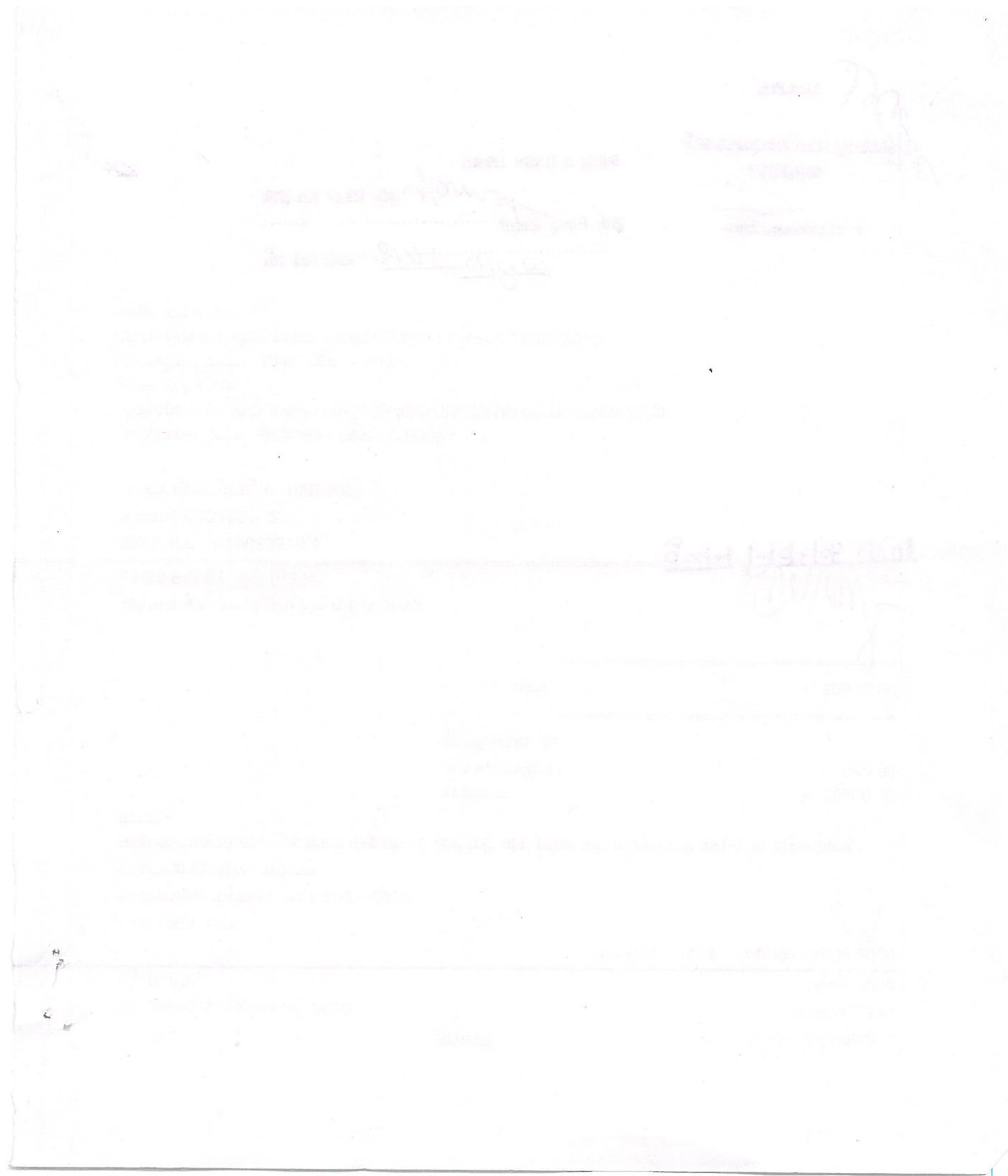
पक्षकार स्वाक्षरी व दिनांक

मुळ दस्तऐवज परत मिळाले

पक्षकार

8/26/2020

Y10W





26/08/2020

सूची क्र.2

दुस्यम निबंधक : दु.नि. उरण

दस्त क्रमांक : 1021/2020

नोंदणी :

Regn:63m

गावाचे नाव : उरण

(1) विलेखाचा प्रकार	भाडेपट्टा
(2) मोबदला	25195102
(3) वाजारभाव (भाडेपट्ट्याच्या वावनिपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)	39683876.4
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्याम)	1) पालिकेचे नाव: उरण इतर वर्णन : , इतर माहिती: विभाग प्रभाव क्षेत्र 27.3 दर 33300/- प्रती चौ मी मोजे- जेणपीटी न्हावा शेवा, ता-उरण, जि गयगड येथील ट्रेनिज हॉस्टेल विल्डींग मधील नळ मजला ज्याचे क्षेत्र 8116 चौ फूट व पहीला मजला ज्याचे क्षेत्र 3757 चौ फूट या मिळकतीचे लिज ((MILKAT NUMBER : ट्रेनिज हॉस्टेल विल्डींग ;))
(5) क्षेत्रफळ	1) 11873 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश असल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-फुड मेफटी पॅन्ड स्टॅन्डर्ड ऑथोरिटी ऑफ इंडीया तर्फे अधिकृत मही करीता श्री योगेश विष्णु कामन - - वय:-44; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: युनिट नं 902 नववा मजला. हॉल मार्क विझनेम प्लाझा वांद्रा ईस्ट मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400005 पॅन नं:-AAAGF0023K
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश असल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-दि बोर्ड ऑफ ट्रस्टी ऑफ जवाहरलाल नेहरू पोर्ट ट्रस्ट तर्फे अधिकृत स्वाक्षरीकरीता शेखर वळवंत नागवाणकर - - वय:-54; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: गडमीतीस्ट्रीट, शेवा नवी मुंबई, महाराष्ट्र, गयघर (एमएच). पिन कोड:-400707 पॅन नं:-AAPPL1454N
(9) दस्तऐवज करून दिल्याचा दिनांक	26/08/2020
(10) दस्त नोंदणी केल्याचा दिनांक	26/08/2020
(11) अनुक्रमांक, खंड व पृष्ठ	1021/2020
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	1985300
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरग	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणगाचा तपशील दस्तप्रकारनुसार आवश्यक नाही


मुद्रांक शुल्क आकारनाला निवडलेला अनुच्छेद :-:

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA	eChallan	00040572020082195579	MH003345197202021M	1985300.00	SD	0001605268202021	26/08/2020
2	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA	eChallan		MH003345197202021M	30000	RF	0001605268202021	26/08/2020
3		DHC		1808202005212	880	RF	1808202005212D	26/08/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

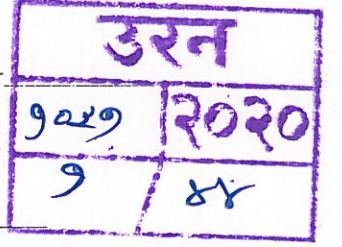

दुय्यम निबंधक उरण



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

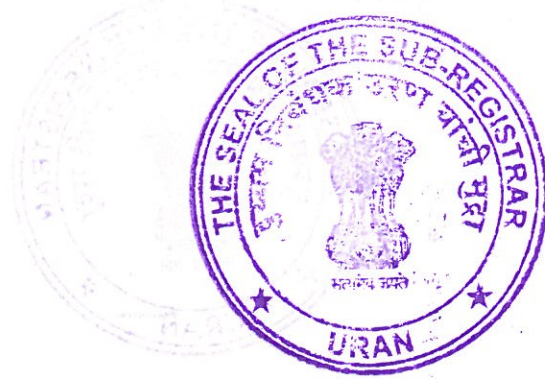
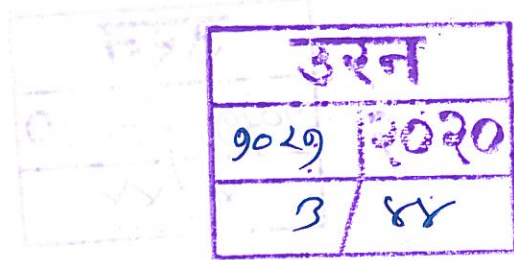
मुल्यांकन अहवाल सन 2020-2021

१. दस्ताचा प्रकार :- भाडेपट्टा अनुच्छेद क्रमांक 36
२. सादरकर्त्याचे नांव :- फुड सेफटी ऍन्ड स्टॅन्डर्ड ऑथोरिटी ऑफ इंडीया तर्फे अधिकृत सही करीता श्री योगेश विष्णु कामत
३. तालुका :- उरण
४. गावाचे नाव :- शेवा (जेएनपीटी)
५. नगर भुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- -
६. मूल्य दरविभाग (झोन) :- प्रभाव क्षेत्र उपविभाग :- 27.3
७. मिळकतीचा प्रकार खुली जमिन निवासी कार्यालय दुकान औदयोगिक प्रति चौ. मी. दर :- - - - - 3300/- चौ मी - - - -
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 1324.12 चौ मी बिल्टअप
९. कारपार्किंग :- - - - - गच्ची :- - - - - पोटमाळा :- - - - -
१०. मजला क्रमांक :- तळमजला उदवाहन सुविधा आहे/नाही
११. बांधकाम वर्ष :- - - - - घसारा :- - - - -
१२. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- - ज्यान्वये दिलेली घट
१४. लिव्ह अँड लायसन्स दस्त :- १. प्रतिमहा भाडे रक्कम :- -
निवासी /अनिवासी २. अनामत रक्कम/आगावू भाडे :- 25195102/-
३. कालावधी :- 30 वर्षे
१५. निर्धारित केलेले बाजारमूल्य :- 39683876.4/-
१६. दस्तामध्ये दर्शविलेला मोबदला :- -
१७. देय मुद्रांक शुल्क :- 1985300/- भरलेले मुद्रांक शुल्क :- 1985300/-
१८. देय नोंदणी फी :- 30000/-




दुय्यम निबधक उरण

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1808202005212	Date 18/08/2020
Received from food safety and standards authority of india, Mobile number 0000000000, an amount of Rs.880/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Uran of the District Raigarh.	
Payment Details	
Bank Name SBIN	Date 18/08/2020
Bank CIN 10004152020081804064	REF No. IGAJFBBJG7
This is computer generated receipt, hence no signature is required.	



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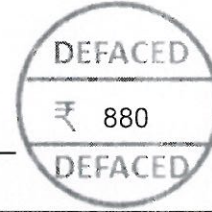


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1808202005212	Receipt Date	26/08/2020
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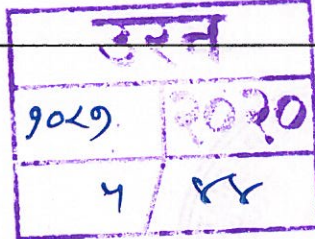
Received from food safety and standards authority of india, Mobile number 0000000000, an amount of Rs.880/-, towards Document Handling Charges for the Document to be registered on Document No. 1021 dated 26/08/2020 at the Sub Registrar office S.R. Uran of the District Raigarh.



Payment Details

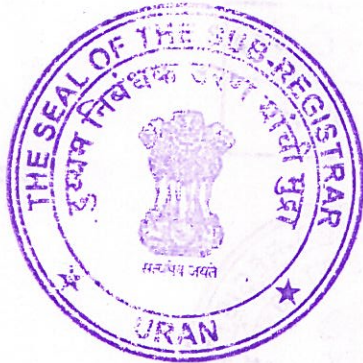
Bank Name	SBIN	Payment Date	18/08/2020
Bank CIN	10004152020081804064	REF No.	IGAJFBBJG7
Deface No	1808202005212D	Deface Date	26/08/2020

This is computer generated receipt, hence no signature is required.




दुय्यम निबंधक उरण

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CHALLAN
MTR Form Number-6

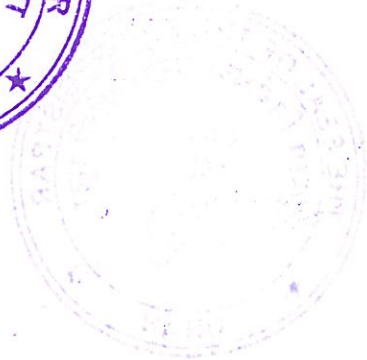


GRN	MH003345197202021M	BARCODE			Date	17/08/2020-14:29:55	Form ID	36
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	URN_URAN SUB REGISTRAR			PAN No.(If Applicable)				
Location	RAIGAD			Full Name	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA			
Year	2020-2021 One Time			Flat/Block No.				
Account Head Details		Amount In Rs.		Premises/Building				
0030046401	Stamp Duty	1985300.00		Road/Street	MOUJE JNPT SHEVA URAN DIST RAIGAD			
0030063301	Registration Fee	30000.00		Area/Locality	URAN			
				Town/City/District				
				PIN	4	0	0	7
				Remarks (If Any)	SecondPartyName=THE BOARD OF TRUSTEES OF THE JAWAHARLAL NEHRU PORT TRUST-			
Total		20,15,300.00		Amount In	Twenty Lakh Fifteen Thousand Three Hundred Rupees			
				Words	Only			
Payment Details			STATE BANK OF INDIA	FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572020082195579	CPAAIGDGXV7	
Cheque/DD No.	9029	2020		Bank Date	RBI Date	17/08/2020-14:29:57	Not Verified with RBI	
Name of Bank	STATE BANK OF INDIA			Bank-Branch	STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावेजांसाठी लागू आहे. नोंदणी व करावयाच्या दस्तावेजांसाठी सदर चलान लागू नाही.



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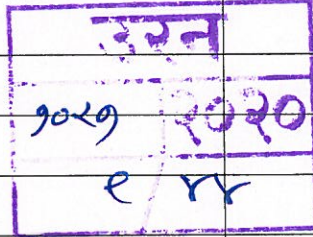
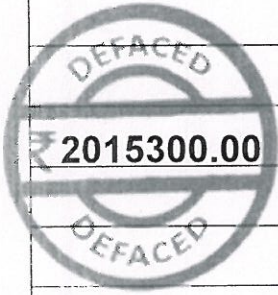




CHALLAN
MTR Form Number-6



GRN	MH003345197202021M	BARCODE			Date	17/08/2020-14:29:55	Form ID	36
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)					
Office Name	URN_URAN SUB REGISTRAR		PAN No.(If Applicable)					
Location	RAIGAD		Full Name	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA				
Year	2020-2021 One Time		Flat/Block No.					
Account Head Details	Amount In Rs.		Premises/Building					
0030046401	Stamp Duty	1985300.00	Road/Street	MOUJE JNPT SHEVA URAN DIST RAIGAD				
0030063301	Registration Fee	30000.00	Area/Locality	URAN				
			Town/City/District					
			PIN	4 0 0 7 0 2				
			Remarks (If Any)	SecondPartyName=THE BOARD OF TRUSTEES OF THE JAWAHARLAL NEHRU PORT TRUST~				
			Amount In	Twenty Lakh Fifteen Thousand Three Hundred Rupees				
Total		20,15,300.00	Words	Only				
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	00040572020032195579		CPAAGDGXV7	
Cheque/DD No.			Bank Date	RBI Date	21/08/2020-00:30:00		24/08/2020	
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date		436 , 24/08/2020			



Department ID : **Signature Not Verified** Mobile No. : 0000000000
 NOTE:- This challan is valid document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल नोदणी कार्यालयाच्या दस्त्यासाठी लागू आहे. नोदणी न करतावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

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 VIRTUAL TREASURY
 MUMBAI 02
 Date: 2020.08.26
 12:22:17 IST
 Reason: Secure
 Document
 Location: India

Challan Defaced

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-464-1021	0001605268202021	26/08/2020-12:18:03	IGR158	30000.00

GRN : MH003345197202021M

Amount : 20,15,300.00

Bank : STATE BANK OF INDIA

Date : 17/08/2020-14:29:55

2	(iS)-464-1021	0001605268202021	26/08/2020-12:18:03	IGR158	1985300.00
Total Defacement Amount					20,15,300.00


दुय्यम निबंधक उरण

उरण
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Signature Not Verified

Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 02
Date: 2020.08.26
12:22:17 IST
Reason: Secure
Document
Location: India

2/2/20
DRAFT LEASE DEED
Yamat

THIS DEED OF LEASE, made at Navi Mumbai on the^{26th}..... day of
.....August.....Two Thousand and Twenty between:

THE BOARD OF TRUSTEES OF THE Jawaharlal Nehru Port Trust, a body corporate under the Major Port Trust Act, 1963, having its office at Administration Building, Sheva, Navi Mumbai - 400 707, represented by having office at Administration Building, Sheva, Navi Mumbai - 400 707, (hereinafter called "the Lessor", which expression shall unless repugnant to the context or meaning thereof, include its successors in office and assigns) of the one part, and

FOOD SAFETY & STANDARDS AUTHORITY OF INDIA, the Authority Constituted by the Government of India acting through Regional Director, FSSAI Western Region Mumbai and having its office at Ministry of Health and Family Welfare, Unit No.902, 9th Floor, Hallmark Business Plaza, Opp. Guru Nanak Hospital, Bandra (East), Mumbai-400 051, hereinafter referred to as the 'LESSEE' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators and assigns) of the **OTHER PART**

WHEREAS,

The Lessor has decided to allot to the Lessee a space admeasuring 8116 sqft on ground floor and space admeasuring 3757 sqft on the first floor situated at Trainees' Hostel in JNPT township at Sheva, Taluka Uran, District Raigad, Navi Mumbai for the purposes and on the terms and conditions as set out hereunder.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

That the Lessor do, in consideration of annual lease rent to be paid as hereinafter referred and other terms and conditions on the part of the Lessee to be observed, hereby grant to the Lessee, a Lease of

ALL THAT building premises containing area by admeasurement 1104 Sqm (11873.00 Sqft); and situated at Trainees Hostel in JNPT township within the port limits of the Lessor which is more particularly described in the schedule hereunder written and for greater clarity, delineated with the Red coloured boundaries thereof on the Plan annexed hereto (hereinafter called the "Leased Premises") TO HOLD the same on lease for the period of 30 years beginning from January 29th, 2020 and ending on January 28th, 2050 (hereinafter referred to as "the Lease Period"), for the purpose of setting up of lab and office space subject to the following conditions:-

1.

a) The Lessor has received from the Lessee an upfront payment of Rs. 2,51,95,102 as lease rentals with 18% GST calculated on upfront basis prior to the execution of this lease deed.

In consideration of receipt of the above payment of the upfront lease rental, terms and conditions as mentioned herein, the lessor has demised unto the Lessee the demised premises for a period of 30 years commencing from 29th January 2020 to 28th January 2050.

b) The Lessee shall, from time to time and at all times during the said term, pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, excluding arrears if any accrued after 29th January, 2020 (viz., the date of commencement of the term of the Lease), or which may at any time hereafter during the said term be imposed, charged or assessed upon the Leased premises hereby demised or the building to be erected thereon.

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2/2/20

c) The Lessee shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate of 16.75% per annum as specified in the Scale of Rates for the time being in force and as revised, subject to a minimum of Rs.100/- (Rupees one hundred only), it being made clear that the liability for payment of interest shall not affect the other rights accruing to the Lessor on account of such defaults on the part of the Lessee.

d) If the Lessee makes default in payment of the water charges, electricity charges or any other dues to the Lessor and/or interest as provided hereinbefore, the Lessor shall be entitled to revoke this Deed and cancel the Lease forthwith. The Lessee shall thereupon, forfeit all its rights thereunder and shall remain liable for any sum then due by the Lessee and also for any loss, which may be caused to the Lessor by reasons of such default.

e) The Lessor also reserves the right to request the concerned Authority to disconnect electricity & water connections and stop all services to the Lessee in the event of non-payment of any of the dues as stated above and the Lessee shall be solely responsible for any loss or damage arising out of this.

f) Notwithstanding the above, this Lease Deed shall stand terminated with the termination of the leases.

g) All notice, bills and letters of demand issued by the lessor to the lessee under these presents shall be deemed to have been duly received by him.

i) If the same are sent by registered post to the best known address of the lessee.

ii) Or are affixed to some conspicuous part of the demised premises or any structure thereon.

2.

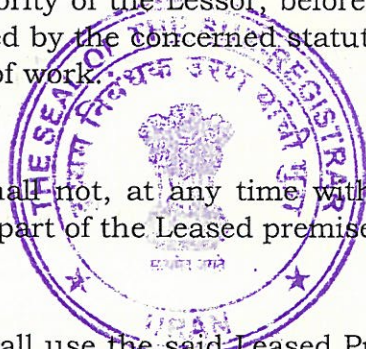
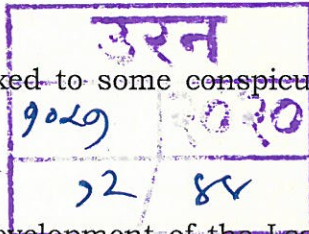
a) Plans for the development of the Leased Premises if any shall be submitted to the Competent Authority of the Lessor, before the commencement of work. The plans shall also be approved by the concerned statutory authority, wherever required, before the commencement of work.

b) The Lessee shall not, at any time without previous consent in writing of the Lessor, erect on any part of the Leased premises, any building/structures/facilities.

c) The Lessee shall use the said Leased Premises solely for the purpose for which the premises has been Leased unless otherwise approved by the Lessor in writing, and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay, from the Leased Premises. Any such materials obtained from the Leased Premises should be placed or disposed of as directed by the Competent Authority of the Lessor or his authorized representative.

d) Lessor reserves the right to repossess without any claim to compensation whatsoever, the whole or part of the portion of the Leased Premises left unutilized and use the same in any manner deemed expedient by the Lessor. In case there is any dispute regarding the extent of Leased Premises that should be utilized for the construction or the extent to be repossessed, the decision of the Board of the Lessor shall be final and binding. In the event of cancellation of the lease, if the Lessee fails to surrender the vacant and peaceful possession of the demised premises to the Lessor,

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and the Lessee shall be liable pay to the Lessor compensation for wrongful use and unauthorized occupation at 3 (THREE) times the annual lease rent based on the latest SoR till vacant possession of the Leased Premises is handed over to the Lessor.

e) The Lessee shall obtain all statutory and mandatory clearances as may be required under law including Environmental Clearances from appropriate authorities, before execution/commissioning of the activities and from time to time thereafter. The Lessee shall strictly adhere to all environmental safeguards as prescribed by statutory authorities which also include implementing all safety measures and safeguards for fire-fighting, effluent collection and disposal system as per the law. The Development of facilities at the Leased Premises shall be open to the Lessor for inspection at all reasonable times.

f) The Lessee shall perform all its activities in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the Lease Deed and shall be binding on the Lessee.

g) The Lease shall be governed by provisions of the Major Port Trust Act, 1963, Indian Ports Act, 1908, Policy Guidelines for Land Management framed by the Government of India for Major Ports from time to time and all directives issued by the Government of India from time to time. It shall be binding upon the Lessee to comply with all such directives issued by the Government of India.

h) The Lessee shall at all times during the subsistence of the Lease maintain the premises in good sanitary condition and repair and keep the buildings/structures/facilities on the said Leased Premises in good and tenantable condition.

i) The Lessee shall pay to the Lessor for any damage caused by it or its Employees/Workers or agents during the lease period, to any property of the Lessor on the said Leased Premises or on the land located adjacent thereto.

j) The Lessor shall not be responsible to the Lessee or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the Leased Premises and the activities the Lessee is engaged in, on the said Leased Premises during the period of Lease. The Lessee shall also indemnify the Lessor against all loss or damage or injury to life or property of anyone including third party or claims and costs thereof arising directly or indirectly from the use of the Leased Premises and the activities carried out by the Lessee on the said Leased Premises during the period of Lease.

k) Hoarding or advertisement board shall not be erected in the Leased Premises without the written permission of the Lessor.

3.

a) The Lessee shall not assign or transfer the lease without the consent in writing of the Lessor provided that the transferee takes over all the liabilities of the Lessee, and such transfer is limited to the unexpired period of the lease, and subject to furnishing an undertaking for payment of the annual lease rental for the balance period, and payment of a fee equivalent to 50% of the total lease rent payable by the Lessee up to the date of transfer. In the event, the Lessee extracts premium on the transfer of the lease, 50% of such premium shall be paid by the Lessee to the Lessor.

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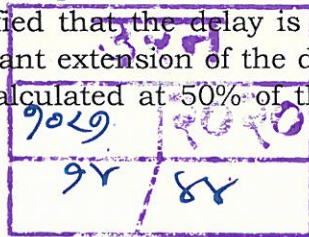
b) In the event of breach/violation of any provision of this agreement by the Lessee, the Lessor reserves its right to impose appropriate penalty on the Lessee or cancel the lease depending upon the magnitude of the breach/violation. Such penalty may be imposed after giving a reasonable opportunity to the Lessee to present its case to the Lessee.

c) It is also made clear that the above provision shall not be construed as a waiver of any of the rights of the Lessor under the Lease Deed including the right to terminate the Lease for sub-letting, which the Lessor is entitled to enforce against the Lessee.

d) Any assignment or transfer of the lease without the prior approval of the Authority which sanctioned the Lease, shall make Lease liable for cancellation. The Lessee shall not be allowed to sub-lease or sub-let or part with possession of the lease premises or any part thereof.

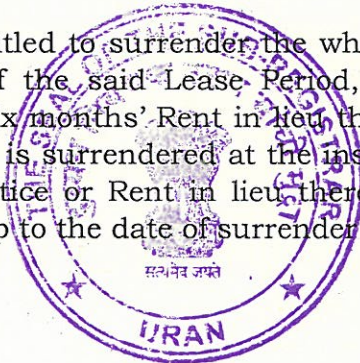
e) The Lessee shall not create any charge in respect of the leasehold interest relating to the leased premises described in the schedule hereto vested in it as well as the building constructed on the same without the prior written consent of the Lessor, it being clearly understood that such consent will not be granted, except in the case of charges in favour of commercial banks and State and Central financial institutions, and the Lessor shall be entitled to charge a fee which shall be in proportion to the size and lease value of the Leased Premises. In any event, the Lessor shall always have first charge over the structure and installations and assets of the Lessee situated in the Leased Premises which shall be ceded and confirmed by the lender/mortgagee in writing.

g) Should the Lessee fail to complete development works proposed on the leased premises within twenty four (24) months of handing over of the land by the Lessor, the Lessor reserves the right to repossess the leased space. However, in exceptional cases where the Lessor is satisfied that the delay is for reasons beyond the control of the Lessee, the Lessor may grant extension of the development period subject to payment of additional lease rent calculated at 50% of the normal lease rent for the extended period.



4.

The Lessee shall be entitled to surrender the whole or a part of the Leased Premises before the expiration of the said Lease Period, provided the Lessee shall give six months' notice or pay six months' Rent in lieu thereof. In cases where the whole or a part of Leased Premises is surrendered at the instance of the Lessor, the Lessee shall not be liable to give notice or Rent in lieu thereof as above. Rent will, however, be payable for the period up to the date of surrender of the Leased Premises.



5.

(A) Each party shall be at liberty to terminate the lease at any time by giving another party 3 (three) calendar months' written notice stating its intention to terminate the lease.

(B) The Lessor shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the said Leased Premises and the Lessee shall not be entitled to any compensation in respect of the same, including compensation, if any,

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relating to the space occupied by such public utility services. Provided that, while allowing such public utility services to be taken through the said Leased Premises, only the minimum possible hindrance shall be caused to other structures in the Leased Premises. The Lessor will provide electricity and water supply to the Lessee at the rates based on latest SoR fixed by Port and payment will be based on actual consumption of power and water respectively.

(C) If the leased space is not utilized within two (2) years of allotment for the purpose for which it is allotted the allotment will be terminated.

(D) The Port Trust Board shall have the right to resume possession of the leased Premises before the expiry of the Lease period, if the Leased Premises is required by the Government/Lessor in national interest or public interest with 3 months' notice. In such case, subject to availability of alternate space, the lessee may at the discretion of the Lessor be given an option to relocate activities in another suitable location to be offered by the Lessor, as per the land use plan.

(E) Breach of conditions of the lease shall result in termination of the lease. If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Port Trust.

(G) In the event of delay in making the payment of lease rent and other dues under this agreement by the Lessee, the Lessor will have right to cancel the lease apart from forfeiting the Security Deposit and initiating eviction of the Lessee under the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

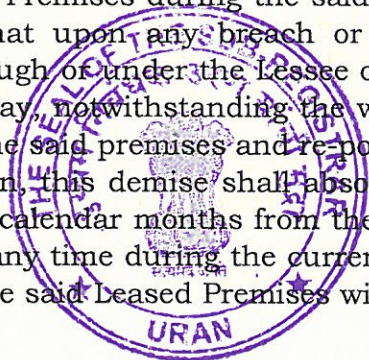
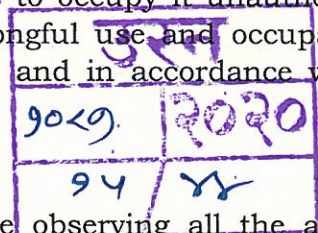
(H) Within three months of expiry/termination/determination of the lease the lessee shall remove all structures/equipment/belongings at his own cost, failing which the same will vest with the Lessor free of all encumbrances and shall hand over the Leased Premises in such a manner as directed by the Authority. After the expiry /termination/ determination of the lease or forfeiture of the lease on account of change of user assignment, etc. if the lessee continues to occupy it unauthorisedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three times the lease rent calculated on annual basis and in accordance with the prevailing SoR, till vacant possession is obtained.

6.

a) AND THE Lessor hereby agrees that the Lessee observing all the aforesaid conditions, shall peacefully hold and enjoy the Leased Premises during the said term without any interruption by the Lessor, provided that upon any breach or non-observance by the Lessee or by a person claiming through or under the Lessee of any of the aforesaid covenants or conditions, the Lessor may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the said premises and re-possess it as if this Lease had not been granted and thereupon, this demise shall absolutely determine and the Lessee shall be liable within three calendar months from the date of such re-entry to remove all developments which at any time during the currency of this Lease shall have been made by the Lessee upon the said Leased Premises without any claim to any compensation whatsoever.

b) It is further agreed that if the Lessee does not remove the developments as allowed above or restore the Leased premises to its original conditions as required by above within the time prescribed in the aforesaid clauses, the Lessor shall have the right to remove the said building and fixtures and restore the demised premises to its original conditions and the cost of such removal and restoration shall be realised by the Lessor by the sale of materials recovered and the balance, if any, from the Lessee. In case there is any amount left from the sale price of the materials so removed, after

Yamuel *J.P.B.*



realisation of the cost of removal and restoration preferred to herein, the same may be utilised by the Lessor for recovery of any other amounts that may due to the Lessor from the Lessee.

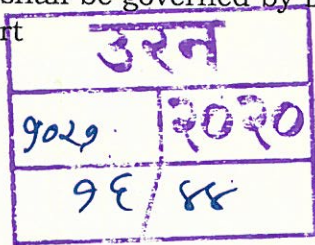
- c) The Lessee shall maintain necessary firefighting system of their own for safety purpose as required under statutory regulations at their own cost.
- g) The Lessor reserves its right to impose any additional conditions/alter any of the conditions from security/safety point of view and the same shall be binding on the Lessee.

7.

The period of the lease shall be 30 years. Renewal of the lease upto total cumulative period of 99 years shall be solely subject to recommendation of the Lessor to Empowered Committee provided that the Lessor does not require the Demised land for its own use or for any public purpose, and renewal and terms thereof shall be subject to decision of the Empowered Committee and approval of the Central Government.

8.

The lease agreement shall be governed by Laws of India and court of Jurisdiction shall be Bombay High Court



9.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. In case of discrepancy in the conditions mentioned herein with the Policy Guidelines for Land Management, Policy Guidelines for Land Management" shall prevail.

10. FORCE MAJEURE

Notwithstanding the provisions of this deed, neither Party shall be eligible for damages or termination for default against the non performing Party, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. If a Force Majeure situation arise, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. Unless otherwise directed by the unaffected party in writing, the affected Party shall continue to perform its obligations under the deed as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of occurrence of such FORCE MAJEURE event, the affected Party shall request in writing for extension of time schedule and the Parties shall renegotiate the time lines.

"Force Majeure" shall mean: (i) War (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy in each case involving or directly affecting the Parties; (ii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India and directly affecting the Parties; (iii) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Parties; (iv) Strikes, working to rule, go-slows and/or lockouts directly affecting the Parties; (v) Civil unrest, protest by any section of the society preventing the execution of this project; (vi) Work stoppage pursuant to a court order or any Government departments; (vii) Non-receipt of requisite Government approvals and sanctions; (viii) Any effect of natural calamity, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon, tornado or any act of God within India and directly affecting the Parties; (ix) Any event or circumstances of a nature analogous to any events set forth above.

Handwritten signatures in blue ink.

11. CONCILIATION

In the event of any disputes between the parties, the same may be referred to conciliation through Conciliation Committee consisting of independent subject experts as a mechanism to dispute resolution. The Arbitration and Conciliation Act 1996 (as amended from time to time) shall apply in respect of Conciliation proceedings under this clause.

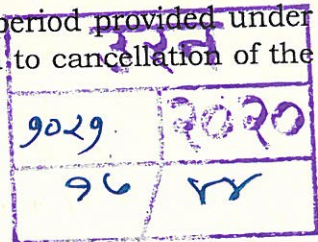
12. DISPUTE RESOLUTION:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSE's)/ Port Trusts inter se and also between CPSE's and Government Departments/Organisations (excluding disputes concerning Railways, Income Tax, Customs and Excise department), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSE's Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

In the event of any disagreement/dispute between the Lessor and the Lessee which remain unresolved through conciliation, the same shall be resolved by adjudication as per Public Premises (Eviction of Unauthorised Occupants) Act, 1971 including any amendment thereof.

13. PAYMENT OF STAMP DUTY AND REGISTRATION

The Lessee is liable to pay stamp duty and Registration charges on this Deed. This Deed is compulsorily to be registered under the Registration Act, 1908. The Lessee shall be liable to get this Deed registered within the statutory period provided under the Registration Act, 1908. Failure to register this Deed will lead to cancellation of the Lease deed and cancellation of allotment.



DESCRIPTION OF THE LEASED PREMISES:

Area admeasuring about 8116 sq.ft. on the ground floor and area admeasuring about 3757 sq.ft on the first floor totalling to a 11873 sq.ft (1104sqm.) at Trainees' Hostel Building in the JNPT Township within Port Limits of the Lessor at Sheva, Taluka Uran, District Raigad and in the Registration District of Navi Mumbai.

The lessor will provide free access to the premises from the JNPT township area, however the lessee has to observe all safety and security norms followed by JNPT. Any modification to drainage system shall be connected to JNPT's main sewerage and storm water system with approval from the concerned department of the Port.

The lessee shall have exclusive entry from back side of premises for the laboratory (proposed to be set up on ground floor) and common front side entry for office purpose (proposed to be set up on first floor). The lessee may also use the open space for parking purpose as per the requirement at the back side of building.

The land premise is bound as follows:

On the EAST: JNPT Badminton hall

On the West: Open space for gardening

On the South: Open space abutting common road of JNPT

On the North: The balance portion of Barrack trainees building and open ground.

The plan above referred to is appended.

In witness whereof the common seal of the Board Of Trustees of JN Port has been affixed and Shri S.B. Lagwankar of the JNPT for and on behalf of the Trustees of the JN Port has signed and the Lessees have by their duly constituted attorney -----
----- executed those presents on the day and year first above written.

Handwritten signatures in blue ink.

The common seal of the Board of Trustees of the JNPT has been affixed and signed of the JNPT for and on behalf of the Board of Trustees:



LESSEE

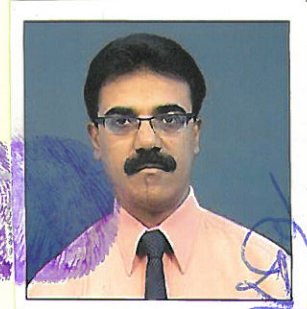
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

Through "Dr. Yogesh Vishnu Kamat

Regional Director, food safety and Standards Authority of India

Unit No. 902, 9th Floor, Hallmark Business Plaza,

Bandra East Mumbai 400051



LESSOR

JAVAHARLAL NEHRU PORT TRUST

Through Shri Shekhar Balwant Lagvankar

Manager, Port Planning And Development,

JNPT Administrative Building Sheva, Tal Uran Dist Raigad

JNPT has signed in the presence of:

Witness (1)

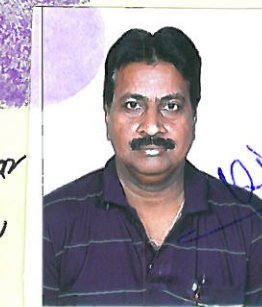
SHRI - PRAMOD Jagannath Bhalchim
Add - Shiv Smrathi C.H.S. Hajir malang
Road, Mumbai, Kalyan, Bwarili
Thane, 421301



The duly constituted attorney of the Lessee, in the presence of:

Witness (1) SHRI - Krishna Udhavrao Meshkar

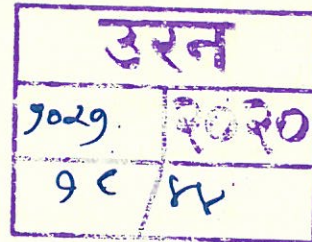
Add - Raunak Park, Pethram Road,
No-2, Thane west - 400610



The document is typewritten :

The Document is prepared by :

Correction and interlineations:



IN WITNESS WHEREOF, THE LESSOR and the LESSEE have set their hands to this deed on the day and year first above written.





स. यमेव जयते

हिन्दी का मान : राष्ट्र का सम्मान

fssai

भारतीय खाद्य सुरक्षा एवं मानक प्राधिकरण
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
भारत सरकार

902, हॉलमार्क बिज़नेस प्लाज़ा, गुरुनानक हॉस्पिटल के सामने,
बान्द्रा (पूर्व), मुंबई - 400 051.

वेबसाइट : www.fssai.gov.in हेल्पलाइन : 1800112100

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
Ministry of Health & Family Welfare
Government of India

902, Hallmark Business Plaza, Opp. Gurunanak Hospital,
Bandra (E), Mumbai - 400 051.

Website : www.fssai.gov.in Helpline : 1800112100

Date-21/01/2020

डॉ. योगेश कामत, भा.रा.से.

Dr. Yogesh Kamat, I.R.S

Director (W/R)

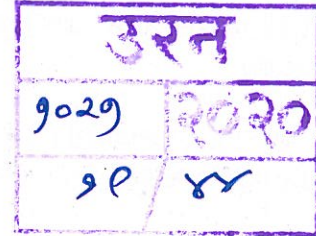
FSSAI, MUMBAI.

To

The Chairman,
Jawaharlal Nehru Port Trust

Subject- Allocation of space to FSSAI- reg

Sir,



This is with reference to the site visit and meeting held on 20th December 2020 between Chairperson FSSAI and Chairman, JNPT for allocation of space for FSSAI at JNPT for its laboratory and office.

FSSAI being the nation's food safety regulator has the objective of ensuring the safety of food that is being consumed including food that is imported. The Port Trust is also committed to ensure ease of doing business for international trade. JNPT is the main port of entry for food products in India; and on an average FSSAI inspects and tests close 3500 samples per month. Presently the samples are being sent to different FSSAI notified laboratories across Mumbai, making import complex and time consuming. In case the tests take a long time, importers have to incur additional expenditure towards storage in customs bonded warehouse or extra demurrages at port/ CFS. The number of clearances is expected to increase over next few years.

Keeping in view the shared objective of furthering ease of doing business, FSSAI proposes to establish a state-of-the-art laboratory which would aid both imports and exports of food and food products, at JNPT. Creation of such facility will help in faster clearance of food products, reducing the time and cost for importers/ exporters and improved regulatory checks for food products which as such are considered sensitive. The laboratory would also cater to food testing requirement for domestic compliances by FSSAI. We are grateful that Chairman JNPT agreed to positively consider the proposal.

The Trainee's Hostel building at JNPT has approx 12,000 sq feet of space available at ground floor and first floor. The same suffices the requirement of FSSAI to build a food testing laboratory at the given location, if JNPT offers the space for a long-term lease, minimum 30 years. Given that a NABL accredited laboratory is sought to be built, it needs to have contiguous area which is segregated from the rest of the building and with

separate entry and road access made available for the facility. Since we are a Central Government regulatory organization with limited resources, we have budgetary constraints and request JNPT for allocation of the given space at 50% concessional rate to the prevailing annual rate.

The above request and proposal is in lieu of the proposal to acquire 2500 sq m of land at JNPT for which Rs 17,57,419/- was made in favour of JNPT vide Sanction Order 01-05/GA/2015-FSSAI dt 10.8.16. The said plot shall be surrendered back to JNPT and the paid amount may be adjusted against the proposed lease rental with consequent refund, if any.

Further FSSAI seeks to have an arrangement for residential accommodation for its staff and officers in the JNPT residential colony. At least 4 flats (one Type- 4 and three Type-3) may be earmarked/ reserved for FSSAI officials where in the usual lease rental (as payable by JNPT officers) shall be paid by FSSAI/ its officers. More flats may be allocated under the arrangement subject to availability and mutual agreement, on requisition.

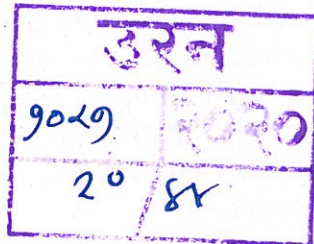
We look forward to hear affirmatively from your good office so that we can initiate necessary processes at our end on priority.

Awaiting a positive reply at the earliest.

Yours sincerely,

Yogesh Kamat

Dr. Yogesh Kamat
Director, FSSAI, W/R, Mumbai.





जवाहरलाल नेहरू पोर्ट ट्रस्ट JAWAHARLAL NEHRU PORT TRUST

ISO 9001:2008
ISO 14001:2004
ISO 27001:2013
OHSAS 18001:2007

पत्तन कार्यालय : प्रशासन भवन, शेवा, नवी मुंबई - 400 707. Port Office : Administration Bldg., Sheva, Nave Mumbai - 400 707.
मुख्य सतर्कता अधिकारी Chief Vigilance Officer-(022) 2724 2292; मुख्य प्रबंधक (प्रशासन) एवं सचिव Chief Manager (Admn.) & Secy-(022) 2724 2233;
मुख्य प्रबंधक (यातायात) Chief Manager (Traffic)-(022) 2724 2377; मुख्य प्रबंधक (यां. एवं वि. अ.) Chief Manager (M&EE)-(022) 2724 2218;
मुख्य प्रबंधक (वित्त) Chief Manager (Fin)-(022) 2724 2241; मुख्य प्रबंधक (प. यो. वि.) Chief Manager (PP&D)-(022) 2724 2326;
उप-संरक्षक Dy. Conservator (022) 2724 2301; हार्बर मास्टर Harbour Master - (022) 2724 4173.

Website : www.jnport.gov.in E-mail : info@jnport.gov.in

JNP/PPD/Fssai/2020/ 227

14.02.2020

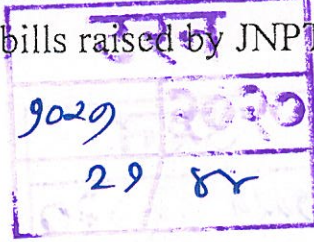
To,
Food Safety And Standards Authority Of India,
Ministry Of Health & Family Welfare,
Government Of India,
902, Halimark Business Plaza,
Opp Gurunank Hospital,
Bandra (E), Mumbai-400051.

Sub: Allotment Of Office Space at Trainee's Hostel Building at JNPT Township to FSSAI on long term lease of 30 years-reg.

Ref: your letter no. 12/FSSAI/MISC/WK/2019-20 Date.03/02/2020

With reference to your above letter, this is to inform you that the amount to be paid up-front towards lease rent of 30 years including 18% GST is Rs.2,51,95,102/-. Water & electrical charges will have to be paid by you as per the bills raised by JNPT from time to time.

Thanking you,



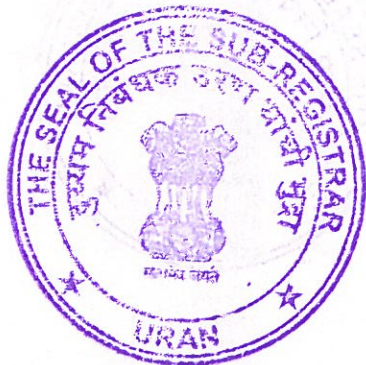
Your's faithfully

S.B.Lagwankar
Manager (PPD)

मुंबई कार्यालय : 1107, राहेजा सेंटर, 214, फ्री प्रेस जर्नल मार्ग, नरिमान पॉइंट, मुंबई - 400 021. दूरभाष : 91-22-6616 5600 फैक्स : 91-22-6743 1116.
MUMBAI OFFICE : 1107, RAHEJA CENTRE, 214, FPJ MARG, NARIMAN POINT, MUMBAI - 400 021. TEL.: 91-22-6616 5600 FAX : 91-22-6743 1116.

हमेशा हिन्दी में पत्राचार करके देश का गौरव बढ़ाएँ ।

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ज न प न्यास
JNPT

जवाहरलाल नेहरू पोर्ट ट्रस्ट JAWAHARLAL NEHRU PORT TRUST

पत्तन कार्यालय : प्रशासन भवन, शेवा, नवी मुंबई - 400 707. Port Office : Administration Bldg., Sheva, Nave Mumbai - 400 707.
मुख्य सतर्कता अधिकारी Chief Vigilance Officer-(022) 2724 2292 मुख्य प्रबंधक (प्रशासन) एवं सचिव Chief Manager (Admin.) & Secy-(022) 2724 2233.
मुख्य प्रबंधक (वाहतवायल) Chief Manager (Traffic)-(022) 2724 2377. मुख्य प्रबंधक (मं. एवं वि. अ.) Chief Manager (M&EE)-(022) 2724 2218.
मुख्य प्रबंधक (वित्त) Chief Manager (Fin)- (022) 2724 2241. मुख्य प्रबंधक (प. यो. वि.) Chief Manager (PP&D)-(022) 2724 2326.
उप-संरक्षक Dy. Conservator (022) 2724 2301. पोर्ट मास्टर Harbour Master - (022) 2724 4173

Website : www.jnport.gov.in E-mail : info@jnport.gov.in

28th January 2020

JNP/PP&D/FSSAI/2020/ 147

To,

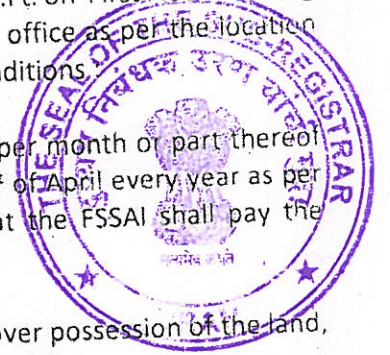
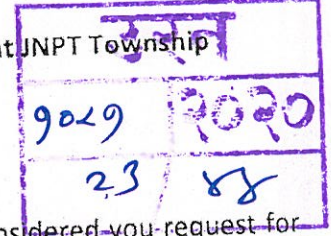
The Director (W/R),
Food Safety & Standards Authority of India (Western Region)
Ministry of Health & Family Welfare,
Unit No.902, 9th Floor, Hallmark Business Plaza,
Opp. Guru Nanak Hospital,
Bandra (East), Mumbai - 400 051.

Sub : Allotment of office space at Trainee's Hostel building at JNPT Township
to FSSAI on long term lease of 30 years.

Ref: Your letter dated 21.01.2020

In this connections, you are informed that, the Port has considered your request for allot the area of about 8116 Sq.Ft. on the Ground Floor and 3757 Sq.Ft. on First Floor totalling to 11873 Sq.Ft (i.e. 1104 Sq.mtr.) for setting up of laboratory and office as per the location shown in the drawing attached hereto, on following terms and conditions.

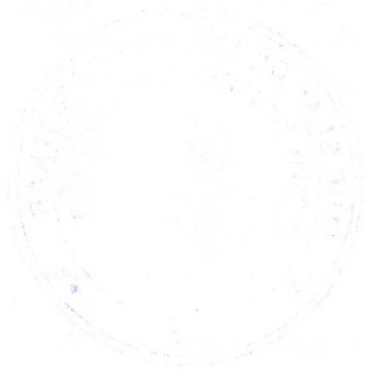
1. FSSAI has to pay rental charges of Rs.97/- per sq.mtr. per month or part thereof and GST at actual with 2% annual escalation due on 1st of April every year as per the JNPT Scale of Rates subject to the condition that the FSSAI shall pay the enhanced SoR, as and when approved by the TAMP.
2. The license period is 30 years from the date of taking over possession of the land, as per the "Policy Guidelines for Land Management (2015)".
3. FSSAI has to pay annual lease rent of Rs.12,85,056/- in advance every year plus applicable GST time to time also 3 months rent as security deposit within 30 days from the issue of this letter. Only after this payment, possession of the Office space will be handed over by the Port Trust.
4. FSSAI has to enter in to agreement with JNPT for allotment of land admeasuring 11873 Sq.Ft (i.e. 1104 Sq.mtr.) for a period of 30 years. The Registration and Stamp Duty charges will be payable by FSSAI only.



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Signature

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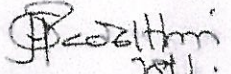
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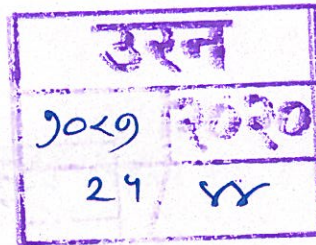
5. Charges for water and electricity if any, will be payable as per JNPT scale of rates from time to time.
6. No subletting of the allotted area will be permitted.
7. No change in purpose of allotment will be allowed by the Port Trust.

You are requested to take over the possession of the office space and carryout the subject work in consultation with the PP&D Department, JNPT at the earliest.

Thanking you,

Yours faithfully,

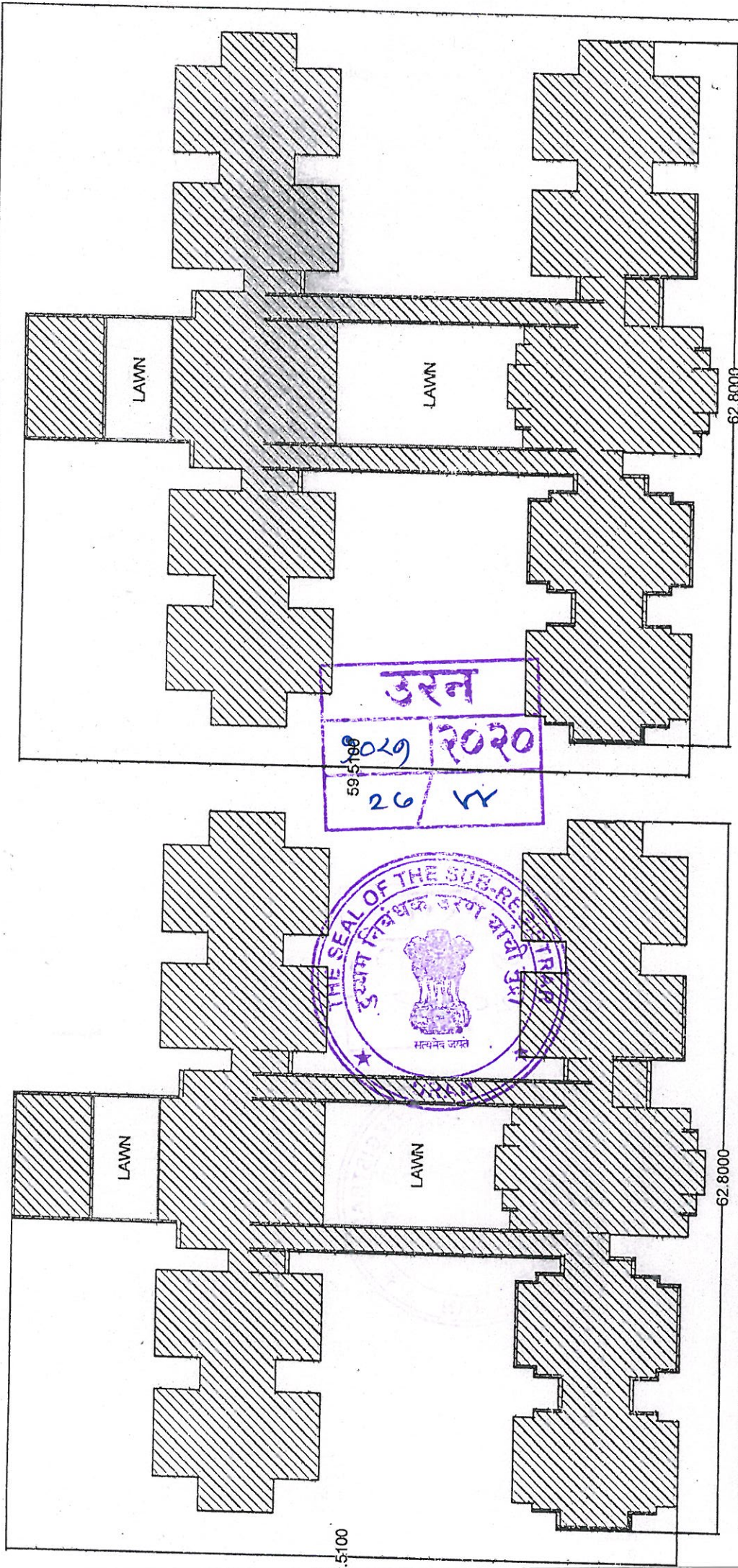

Chief Manager(PP&D)



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 2029 2020
 26/12



62.8000

B=FIRST FLOOR TOTAL AREA=1687.7578 sq.mt
 TOTAL NO. OF ROOMS=32

62.8000

A=GROUND FLOOR TOTAL AREA=1687.7578 sq.mt
 TOTAL NO. OF ROOMS=37
 TOTAL BUILT UP AREA = A+B=3375.5156 sq.mt

TRAINEE'S HOSTEL

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09/07/1978
URAN

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2C	84



Date: -20/01/2020

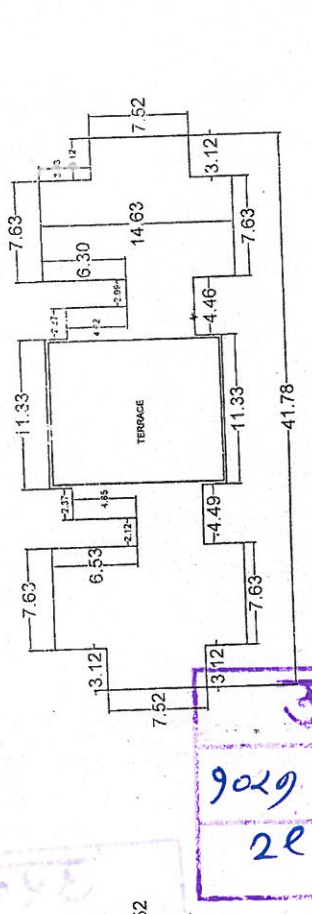
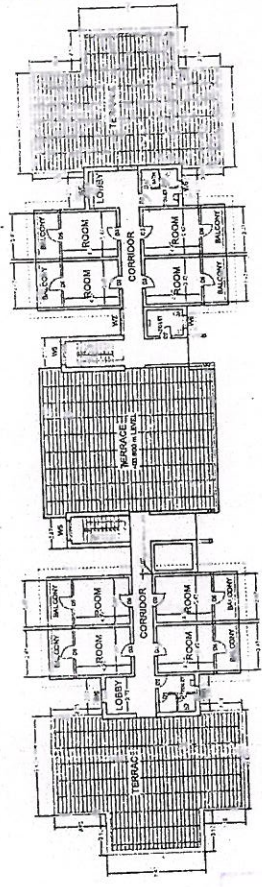
KEY PLAN:



Project Title: TRAINEES HOSTEL BUILDING SHEVA
 Drawing Title: SITE PLAN
 Drawing Number: JNET/PPD/2020
 Scale: 1:100
 Date: 18.01.2020
 Drawn by: Er. Rahul Patil
 Checked by: Mr. Ajayshir Patil

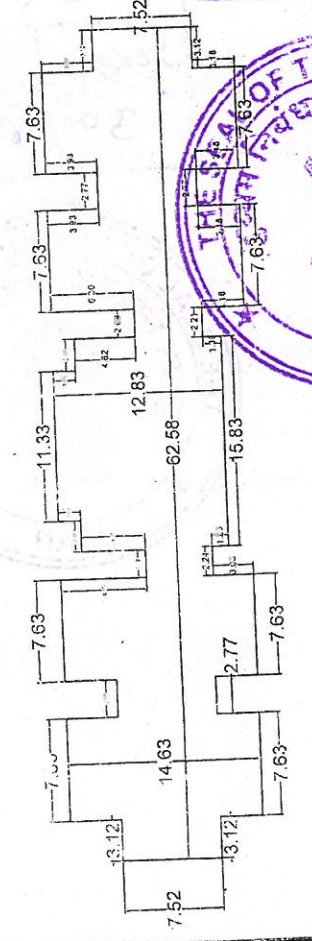
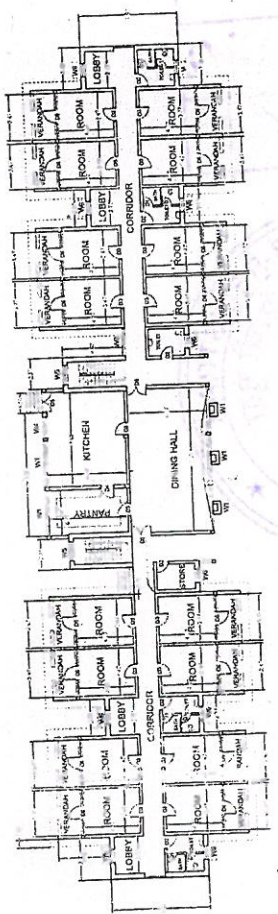
NOTE:
 1. Do not scale the drawing
 2. All dimensions are in meters
 3. All areas in sq.mts

JAWAHARLAL NEHRU PVT TRUST TOWNSHIP
 Taluka: Uren, District: Raichur
 Near Mumbai Maharashtra - 400001



FIRST FLOOR PLAN
 AREA(excluding terrace) = 349 sq.mt (3757 sq.ft) = B

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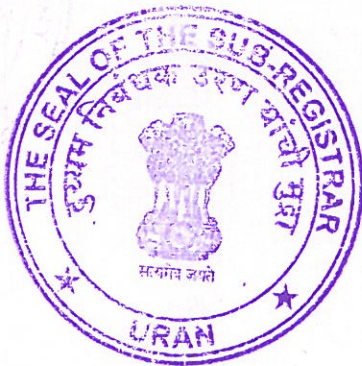
GROUND FLOOR PLAN
 AREA = 754 sq.mt (8116 sq.ft) = A



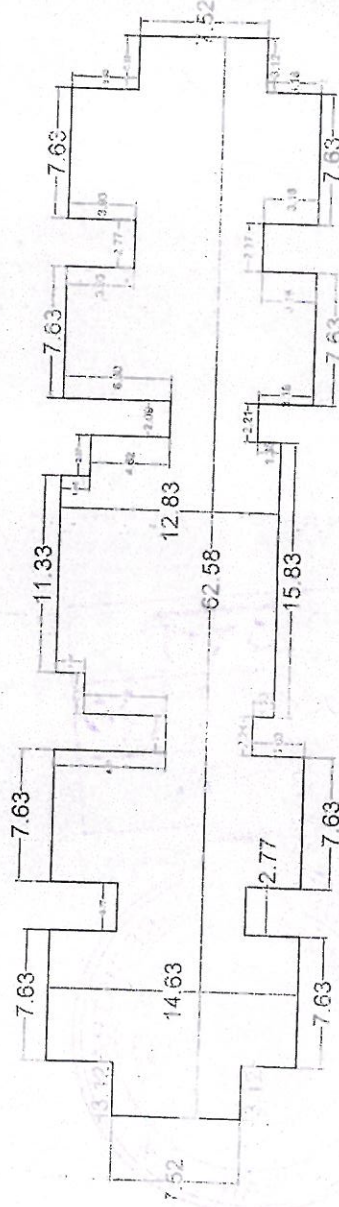
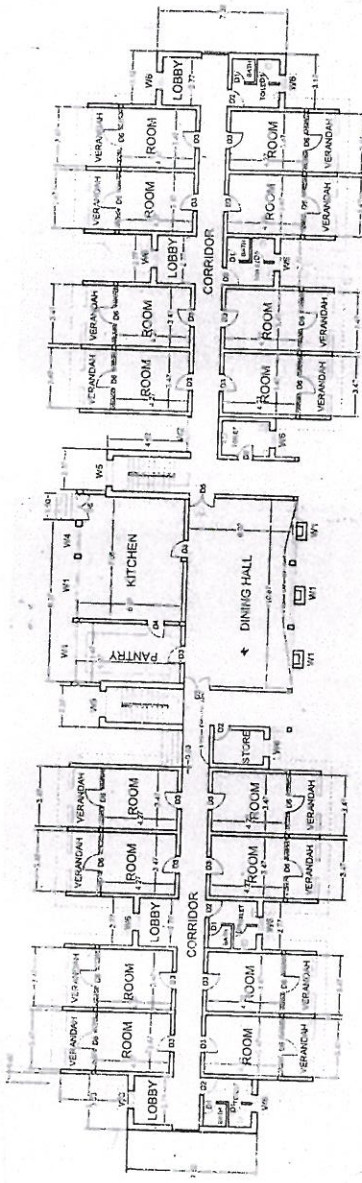
TOTAL AREA = A+B = 1103 sq.mt (11873 sq.ft)

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Date: 20/01/2020



GROUND FLOOR PLAN

AREA = 754 sq.mt (8116 sq.ft)=A

NOTE:

1. Do not scale the drawing
2. All dimensions are in meters
3. All areas in Sq.mts

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जवाहरलाल नेहरू पत्तन न्यास
JAWAHARLAL NEHRU PORT TRUST

पत्तन कार्यालय - मन्सा पत्तन शेवा, नवी मुंबई - ४०० ७०७ दूरभाष : (०२२) २७२४ ४०७६ फॅक्स : (०२२) २७२४ ४०२६
Port Office - ADMN BLDG, SHEVA, TAL. URAN, NAVI MUMBAI - 400 707 TEL : (022) 2724 4073 FAX : (022) 2724 4026
Website : www.jnpt.gov.in

Ref. No. JNPT/Fin/08/359

Date : 16.07.2008

TRADE NOTICE

Sub: New Account Number.

Ref: Trade Notice dtd. 30th July, 2004 & 6th Feb, 2008.

It is to inform all concerned that following are the JNPT's updated Bank account numbers :

- HDFC Bank A/c, Sheva, Navi Mumbai**
Current Account No. - 0110 035 000 0026
FSC Code - HDFC 0000060
MICR Code - 400 24 0024
- Bank of India, PUB, Sheva**
SB Account No. - 123210100001600
FSC Code - BKID0001232
MICR Code - 400 01 3100
- State Bank of India, PUB, Sheva**
SB Account No. - 10072950169
FSC Code - SBIN0007491
MICR Code - 400 00 2122



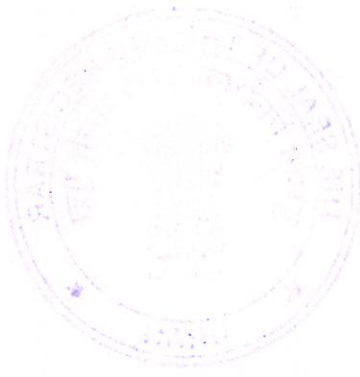
All are requested to please make note of above changes for future transactions.

[Signature]
Chief Manager (Finance)

- To
- Shipping Agents/Shipping Lines
 - Bombay Custom House Agents Association
 - MANSA
 - CSLA

CC to:
All HODs
PC to Chairman
PC to Dy. Chairman

उरन
०५०५ १००९
४४ २०



उरन
१०२१ १०२०
३५ ४४





राज्य निर्यात प्रमोशन बोर्ड
RAJYAT NARYAT PROMOTION BOARD

JNP/PPD/Fssai/2020/ 227

14.02.2020

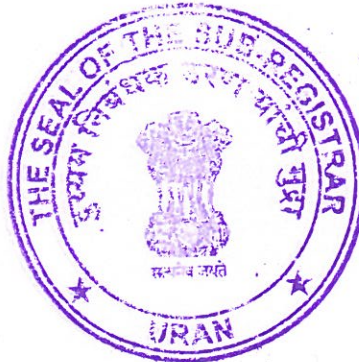
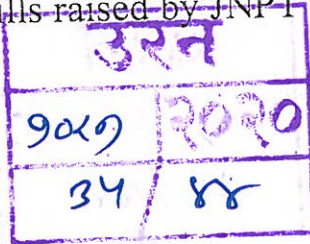
To,
Food Safety And Standards Authority Of India,
Ministry Of Health & Family Welfare,
Government Of India,
902, Halimark Business Plaza,
Opp Gurunank Hospital,
Bandra (E), Mumbai-400051.

Sub: Allotment Of Office Space at Trainee's Hostel Building at JNPT
Township to FSSAI on long term lease of 30 years-reg.

Ref: your letter no. 12/FSSAI/MISC/WK/2019-20 Date.03/02/2020

With reference to your above letter, this is to inform you that the amount to be paid up-front towards lease rent of 30 years including 18% GST is Rs.2,51,95,102/-. Water & electrical charges will have to be paid by you as per the bills raised by JNPT from time to time.

Thanking you,



Your's faithfully

S.B. Lagwanekar
S.B. Lagwanekar
Manager (PPD)

उरन	
१०५१	२०२०
३६	६४





जवाहरलाल नेहरू पोर्ट ट्रस्ट JAWAHARLAL NEHRU PORT TRUST

ISO 9001:2008
ISO 14001:2004
ISO 27001:2011
OHSAS 18001:2007

पत्तन कार्यालय : प्रशासन भवन, शेवा, नवी मुंबई - 400 707. Port Office : Administration Bldg., Sheva, Nave Mumbai - 400 707.
मुख्य सतर्कता अधिकारी Chief Vigilance Officer-(022) 2724 2292; मुख्य प्रबंधक (प्रशासन) एवं सचिव Chief Manager (Admn.) & Secy-(022) 2724 2233;
मुख्य प्रबंधक (यातायात) Chief Manager (Traffic)-(022) 2724 2377; मुख्य प्रबंधक (या. एवं वि. अ.) Chief Manager (M&EE)-(022) 2724 2218;
मुख्य प्रबंधक (वित्त) Chief Manager (Fin)-(022) 2724 2241; मुख्य प्रबंधक (प. यो. वि.) Chief Manager (PP&D)-(022) 2724 2326;
उप-संरक्षक Dy. Conservator (022) 2724 2301; हार्वर मास्टर Harbour Master - (022) 2724 4173.
Website : www.jnport.gov.in E-mail : info@jnport.gov.in

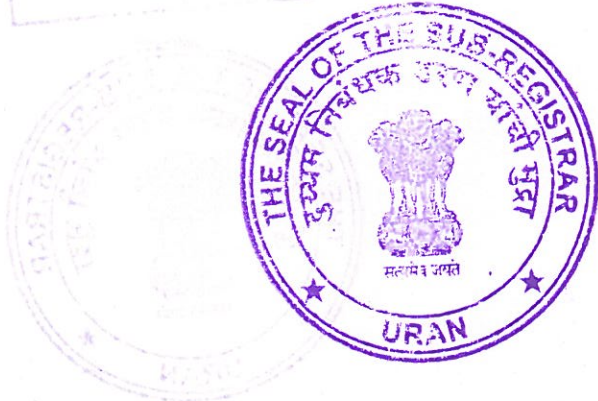
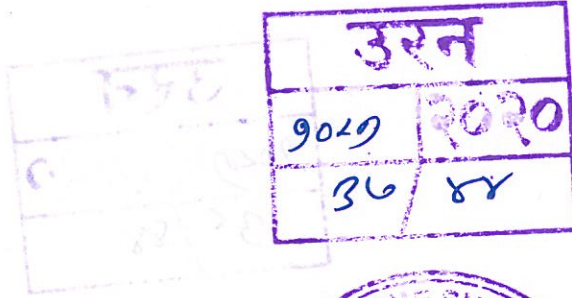
AUTHORITY LETTER

15th July, 2020

Shri Shekhar Balwant Lagwankar, Manager – Port Planning and Development, JNPT, Administrative Building, Sheva- Raigad- 400707 is hereby authorised to sign/execute Lease Agreement for allotment of office space to M/s FSSAI on behalf of Board of Trustees of JNPT.

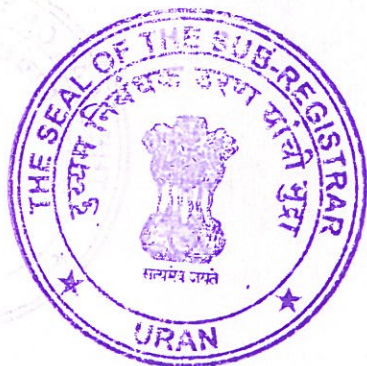

Chairman

(Jawaharlal Nehru Port Trust)



मुंबई कार्यालय : 1107, रहेजा सेंटर, 214, फ्री प्रेस जर्नल मार्ग, नरिमान पॉइंट, मुंबई - 400 021. दूरभाष : 91-22-6616 5600 फॅक्स : 91-22-6743 1116.
MUMBAI OFFICE : 1107, RAHEJA CENTRE, 214, FPJ MARG, NARIMAN POINT, MUMBAI - 400 021. TEL.: 91-22-6616 5600 FAX : 91-22-6743 1116.
हमेशा हिन्दी में पत्राचार करके देश का गौरव बढ़ाएँ ।

उरन	
१०२१	२०२०
३८	४४





भारत सरकार
Government of India

शेखर बलवंत लाजवणकर
Shekhar Balwant Lagwankar
जन्म तारीख/DOB: 04/05/1967
पुरुष / Male



5180 9992 0328

माझे आधार, माझी ओळख

Joshi



भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पत्ता 3, मंगम, दुर्गावने रस्ता,
कोल्हा वरा स्टेशन, कोल्हा, मुंबई,
महाराष्ट्र - 400005

Address: C/O 3, Mangam, Durgavane Road
Colaba Bus Station, Colaba, Mumbai,
Coaba, Mumbai 40, Maharashtra
400005

5180 9992 0328

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in



भारत सरकार
GOVERNMENT OF INDIA

प्रमोद जगन्नाथ भालचिम
Pramod Jagannath Bhalchim
जन्म वर्ष / Year of Birth : 1967
पुरुष / Male



9154 6053 8108

आधार - सामान्य माणसाचा अधिकार

Prasad



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता प - १०४, शिव स्मृती कॉम्प्लेक्स
शनिवारी मो, शिव शक्ती कॉम्प्लेक्स, हाजी
मालिंग रोड, कोल्हा कॉम्प्लेक्स जवळ, मुंबई,
महाराष्ट्र, पिन: ४०१३०१

Address: A - 104, Shiv Smruthi C
H S, Shiv Shakti Complex, Haji
Malig Road, Near Raheja
Complex, Mumbai, Kalyan, Dwarli,
Thane, Maharashtra, 421301

1947
1800 180 1947

help@uidai.gov.in

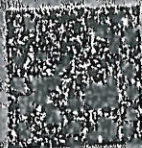
www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001



भारत सरकार
GOVERNMENT OF INDIA

योगेश विष्णू कामत
Yogesh Vishnu Kamat
जन्म तारीख/DOB: 23/04/1976
पुरुष/ MALE
Mobile No: 9869421455



3611 8485 5983

माझे आधार, माझी ओळख

Kamat



भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता: S/O विष्णू कामत, एरंदवना, पुणे, 411004
मोहाकर हॉस्पिटल जवळ, पुणे शहर, पुणे
महाराष्ट्र - 411004

Address: S/O Vishnu Kamat,
Erandwana, Pune, 411004
Sankul; Near Deenanath
Mangeshkar Hospital, Pune
City, Pune,
Maharashtra 411004

1947
1800 200 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001



भारत सरकार
GOVERNMENT OF INDIA

कृष्णा उद्धवराव मथेकर
Krishna Udhavrao Methekar
जन्म वर्ष / Year of Birth : 1966
पुरुष / Male



2442 5244 5807

आधार - सामान्य माणसाचा अधिकार

Methekar

नोंदविण्याचा क्रमांक / Enrollment No 1218/17791/38216

To,
कृष्णा उद्धवराव मथेकर
Krishna Udhavrao Methekar
A-1/304, Raunak Park
Pokhran Road No.2
Opp. Nealkanth Terminal Thane West
Apna Bazar S.O
Thane
Maharashtra 400610
9892777180

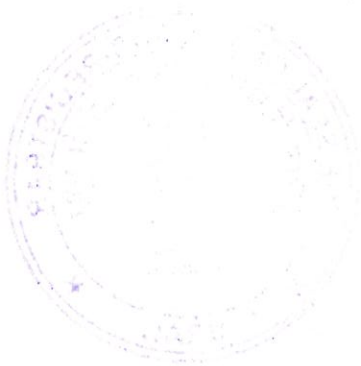
Ref: 444 / 01C / 726174 / 727163 / P



UE118491047:IN

10/10/2020

उरन	
१०२०	२०२०
४०	४५



ओळख देणार

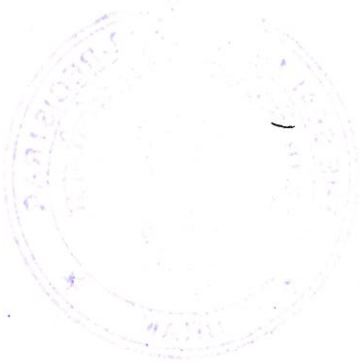
आम्ही खाली सही करणार ओळखदार असे नमूद करतो की मा.नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य पुणे यांचे परिपत्रकीय आदेशानुसार सदर दस्तावेज लिहून देणार / लिहून घेणार व इतर सर्व निष्पादक पक्षकार हे आमच्या ओळखीचे व परिचयाचे आहेत व आम्ही त्यांना पूर्णपणे ओळखतो. तसेच त्यांनी सदर दस्तावर त्यांचे स्वतःचे फोटो चिकटवून अंगठ्याचा ठसा उमटविला आहे. व त्यांनी स्वाक्षरी/अंगठा केलेला आहे. तसेच साक्षात् केलेल्या ओळखपत्राच्या प्रती दस्तासोबत जोडल्या आहेत. सदरच्या सर्व व्यक्ती या त्याच असून खऱ्या आहेत त्यामुळे आम्ही त्यांना पूर्णपणे ओळखत असल्याचा सह्या/अंगठा केलेला असून आमचे फोटो चिकटविलेले आहेत. तसेच सा. कामी आम्ही आमचे ओळखपत्राचे साक्षात्कीत प्रती दस्तासोबत जोडलेल्या आहेत. सदर व्यक्तींच्या ओळखीस आम्ही सर्वस्वी जबाबदार आहोत.

१०/११
२७/११
२७/११



अ.क्र.	ओळखदाराचे नाव व पूर्ण पत्ता	ओळखदाराचे फोटो ओळखदाराचे अंगठा	सही
१)	प्रमोद जगन्नाथ शाल्यसुम पत्ता - १०५, त्रि. व. व. व. (को. अ.) डा. सी. डा. म. रॉड, मुंबई		
२)	वृष्णा उद्दवराव मियेड पत्ता - खानकु पार्क, पोखरण रोड ठाणा विवरा, ठाणे		

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उरन	
१०२७	१०२०
४२	४४



464/1021

बुधवार, 26 ऑगस्ट 2020 12:18 म.नं.

दस्त गोषवारा भाग-1

उरन

दस्त क्रमांक: 1021/2020

दस्त क्रमांक: उरन /1021/2020

वाजार मूल्य: रु. 3,96,83,876/-

मोबदला: रु. 2,51,95,102/-

भरलेले मुद्रांक शुल्क: रु. 19,85,300/-

दु. नि. मह. दु. नि. उरन यांचे कार्यालयात

पावती:1454

पावती दिनांक: 26/08/2020

अ. क्रं. 1021 वर दि.26-08-2020

मादरकरणाराचे नाव: फुड सेफटी ऍन्ड स्टॅन्डर्ड ऑथोरिटी ऑफ
इंडीया तर्फे अधिकृत सही करीता श्री योगेश विष्णु कामत - -

गेजी 12:17 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 880.00

पृष्ठांची संख्या: 44

एकूण: 30880.00

दस्त हजर करणाऱ्याची सही:

Sub Registrar Uran

दुय्यम निबधक उरण

दस्ताचा प्रकार: भाडेपट्टा

Sub Registrar Uran

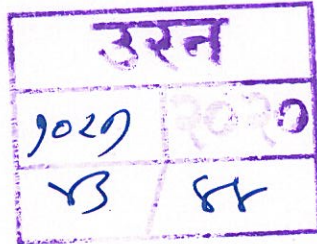
दुय्यम निबधक उरण

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष वाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्रा क्रं. 1 26 / 08 / 2020 12 : 17 : 05 PM ची वेळ: (मादरीकरण)

शिक्रा क्रं. 2 26 / 08 / 2020 12 : 18 : 00 PM ची वेळ: (फी)

दस्ताचा प्रकार: भाडेपट्टा
कुलपुत्रांक: 1021/2020
भाडेपट्टा हाताळणी फी: 880/-
नोंदणी फी: 30000/-
एकूण: 30880/-



1. [Signature]

2. Kamet



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100	0
344	

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Faint, mostly illegible text and markings, possibly bleed-through from the reverse side of the page. Some words like "Kontak" are visible in different locations.

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दस्त गोपवारा भाग-2

उरन

दस्त क्रमांक:1021/2020

26/08/2020 12 22:01 PM

दस्त क्रमांक : उरन/1021/2020

दस्ताचा प्रकार :- भाडेपट्टा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	अंगठ्याचा उमा
1	नाव:दि वॉर्ड ऑफ ट्रस्टी ऑफ जवाहरलाल नेहरू पोर्ट ट्रस्ट तर्फे अधिकृत स्वाक्षरीकर्ता शेखर वळवंत लागवाणकर -- पत्ता:प्लॉट नं: -, माळा नं: -, डमार्गतीचे नाव: -, ब्लॉक नं: -, रोड नं: एडमीनीस्ट्रीएशन बिल्डींग, शेवा नवी मुंबई, महाराष्ट्र, रायघर (एमएच). पिन नंबर: AAPPL1454N	मालक वय :-54 स्वाक्षरी: <i>Shubh</i>		
2	नाव:फुड मेफटी एन्ड स्टॅण्डर्ड ऑथोरिटी ऑफ इंडिया तर्फे अधिकृत मही कर्गीता श्री योगेश विष्णु कामत -- पत्ता:प्लॉट नं: -, माळा नं: -, डमार्गतीचे नाव: -, ब्लॉक नं: -, रोड नं: युनिट नं 902, नववा मजला, झॉल मार्केट विझनेस प्लाझा बांद्रा ईस्ट मुंबई, महाराष्ट्र, मुंबई. पिन नंबर: AAAGF0023K	भाडेकरू वय :-44 स्वाक्षरी: <i>Kamath</i>		

वरील दस्तगवेज करून देणार तथाकथीत भाडेपट्टा चा दस्त गेवज करून दिल्याचे कवून करानात.

शिक्का क्र.3 ची वेळ:26 / 08 / 2020 12 : 20 : 22 PM

ओळख:-

खालील दस्तम अमे निवेदीन करानात की ते दस्तगवेज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	द्वयाचित्र	अंगठ्याचा उमा
1	नाव:कृष्णा उद्वेगवाय मेथेकर -- वय:54 पत्ता:ए-1/304, रोणक पार्क, पोखरण रोड नं 2, ऑप निळकंठ टर्मिनल, ठाणे वेस्ट, अपना वाझार एम ओ ठाणे पिन कोड:400610	स्वाक्षरी <i>Krishna</i>	
2	नाव:प्रमोद जगन्नाथ भालचिम -- वय:53 पत्ता:104, शीव स्मृती मी एच एम, शीवशक्ती कॉम्प्लेक्स, हाजीमलंग रोड, मुंबई कल्याण पिन कोड:421301	स्वाक्षरी <i>Prasad</i>	

प्रमाणित करण्यात येत की, या दस्ता

एकूण ४४ पाने आहेत

शिक्का क्र.4 ची वेळ:26 / 08 / 2020 12 : 21 : 43 PM

शिक्का क्र.5 ची वेळ:26 / 08 / 2020 12 : 21 : 57 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Uran

दुय्यम निबंधक उरण

Payment Details.

दुय्यम निबंधक उरण

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA	eChallan	00040572020082196579	MH003345197202021M	1985300.00	SD	0001605268202021	26/08/2020
2	FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA	eChallan	9029	MH003345197202021M	30000	RF	0001605268202021	26/08/2020
3		DHC		1808202005212	880	RF	1808202005212D	26/08/2020

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

१०२९ नबरी नोंदणी

1021 /2020

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२६ ऑगस्ट २०२०



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CH.P.T. Item Code No. C-81804355
400 Pads / 02-12-2019



ISPS Code Compliant
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Port
Par - Excellence
चेन्नै पोर्ट ट्रस्ट

CHENNAI PORT TRUST

Fax : +91-44-25361228
Phone : +91-44-25312000
: +91-44-25362201

प्रशासनिक कार्यालय
ADMINISTRATIVE OFFICE
राजाजी सालै, चेन्नै - 600 001.
Rajaji Salai, Chennai - 600 001.
Website : www.chennaiport.gov.in

No.LBS3/1822/2017/E

Dtd. 25.8.2020

To

The Director,
Food Safety & Standards Authority of India,
Southern Regional Office,
2nd Floor, Central Documentation Building,
Chennai Port Trust, Rajaji Salai,
Chennai 600 001.

Sir,

Sub: Lands & Buildings – Allotment of covered space measuring 1306 Sq.m
in 2nd and 3rd Floor of CDC Building, Rajaji Salai to FSSAI for 30 years on
Upfront Basis – Original Agreement – Forwarding of.

Ref: This office allotment order of even no. dtd.9.1.2020.

~~~~~

The Original agreement No.1 of 2020 for the above allotment is enclosed  
herewith for your records please.

Kindly acknowledge the receipt.

Yours faithfully,

25/8  
Jr. Administrative Officer (LBS)

Encl.: Original Agreement





**AGREEMENT NO. 1 OF 2020**

**Allotment of Covered Space of 1306 Sq.M in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of Central Documentation Building, Rajaji Salai to accommodate Food Safety and Standards Authority Of India (FSSAI) on Long Term Lease for 30 years on Upfront Basis**

THIS LEASE AGREEMENT made at Chennai on this the 17 day of *August*

Two thousand twenty between

THE BOARD OF TRUSTEES OF PORT OF CHENNAI, a Statutory Authority duly constituted under the provisions of the Major Port Trusts Act, 1963 and having its Administrative Office at No.1, Rajaji Salai, Chennai 600 001, hereinafter referred to as the 'LESSOR'.

AND

The Director / Authorised / Designated Officer, Food Safety and Standards authority of India, Ministry of Health and Family Welfare, Chennai 600 001. hereinafter referred to as the 'LESSEE'.

Whereas the Board has allotted a office space measuring 1306 Sq.M (481 sq.m at 2<sup>nd</sup> Floor North Wing including utility area and 825 sq.m. at 3<sup>rd</sup> Floor North & South

**P. Muthumaran / பி. முதுமரன்**  
Director / டிரெக்டர்  
Southern Regional Office, Chennai  
Food Safety and Standards Authority of India  
Ministry of Health and Family Welfare  
Government of India

**CHIEF ENGINEER,**  
**CHENNAI PORT TRUST,**  
**CHENNAI - 600 001.**



2

wings including utility area) of Central Documentation Complex Building, Rajaji Salai to accommodate Food Safety and Standards Authority Of India (FSSAI) , Ministry of Health and Family Welfare on Long Term Lease for 30 years on Upfront Basis for a period of 30 years from 29.01.2020 to 28.01.2050 (vide this office Allotment Order No.LBS3/1822/2017/E dated 09.01.2020) subject to the following:

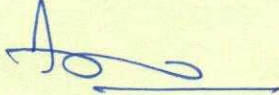
- a) The lease rent is fixed as Rs.353/- per sq.m (50% of prevailing SoR of Rs.705/-) per month or part thereof and inform the FSSAI to pay the Provisional Upfront of Rs.17,09,04,516.29 (Rupees Seventeen crores nine lakhs four thousand five hundred sixteen and paise twenty nine only) (including SD & GST) which is subject to revision based on RBI discount factors, Annual escalation on Scale of Rates and revision of Scale of Rates being notified by TAMP which is due in 2020 prevailing at the time of taking over of the premises by the FSSAI. The detailed break up is furnished below (as on January 2020):

|                                              |                        |
|----------------------------------------------|------------------------|
| (i) 1306 sq.m – Total Upfront Cost           | = Rs.13,54,57,698.55 ✓ |
| (ii) Security Deposit – 2 years (returnable) | = Rs. 1,10,64,432.00 ✓ |
| (iii) GST @ 18%                              | = Rs. 2,43,82,385.74 ✓ |
|                                              | -----                  |
| Total                                        | = Rs.17,09,04,516.29 ✓ |
|                                              | -----                  |

In this agreement, the following expressions shall have the same meaning unless the context requires otherwise:

- b) "Act" means the Major Port Trust Act, 1963 Indian Ports Act, 1908 and subsequent amendments to the Acts, if any.
- c) Ch.P.T. refers to Chennai Port Trust.

  
**P.Muthumaran / பி.முதுமாரன்**  
Director / தி.நெ.க.  
Southern Regional Office, Chennai  
Food Safety and Standards Authority of India  
Ministry of Health and Family Welfare  
Government of India

  
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**CHENNAI - 600 001.**



d) "BOARD" refers to the Board of Trustees of Chennai Port Trust.

The following shall be deemed to form and be read and construed as part of this Agreement viz.

- a. Lessee's letter dated 20.11.2019
- b. Allotment Order dated 09.01.2020 with terms and conditions
- c. Scheduled Area (Enclosed).
- d. Drawing of the covered space in the 2<sup>nd</sup> and 3<sup>rd</sup> floor of CDC Building

In witness whereof the parties hereunto have set their hand and seal the day and year first above written and signed in the presence of.

Board of Trustees, Port of Chennai,  
 Represented by  
 Shri A. Venuprasad  
 Chief Engineer, Chennai Port Trust  
 (LESSOR)



CHIEF ENGINEER,  
 CHENNAI PORT TRUST,  
 CHENNAI - 600 001.

The Director  
 Food Safety and Standards Authority of India  
 Ministry of Health and Family Welfare  
 Seond Floor, Central Documentation Building,  
 Ch.P.T, Rajaji Salai, Chennai - 600 001  
 (LESSEE)

WITNESSES.

1

[Dr. M. KANNAN,  
 DD (Admin), FSSAI, Chennai.]

Dr.M.KANNAN / डॉ.एम.कण्णण  
 DEPUTY DIRECTOR / उप निदेशक  
 Food Safety and Standards Authority of India  
 Ministry of Health and Family Welfare  
 Southern Regional Office, Chennai

2.

[S. PANDIYARAJA  
 Deputy Director, FSSAI, SRO, Chennai]

S.PANDIYARAJA / एस. पांडियाराजा  
 DEPUTY DIRECTOR / उप निदेशक  
 Food Safety and Standards Authority of India  
 Ministry of Health and Family Welfare  
 Southern Regional Office, Chennai



**SCHEDULE**

COVERED SPACE OF 1306 SQ.M IN 2<sup>ND</sup> AND 3<sup>RD</sup> FLOOR OF TRUST'S OWNED CENTRAL DOCUMENTATION BUILDING AT RAJAJI SALAI, PLOT BEARING R.S. NO.4212/2 IN THE REVENUE VILLAGE OF GEROGGE TOWN CHENNAI.

Covered space measuring an area of 1306 sq.mts.

The Office Complex Building is

Bounded on the

North by Chennai Port Trust entrance Gate No.5

On the East by Beach to Royapuram B.G. Railway Track

On the South Port Health Office building

And on the West by Rajaji Salai

  
**P.Muthumaran / पि.मुत्तुमारन**  
**Director / निदेशक**  
**Southern Regional Office, Chennai**  
**Food Safety and Standards Authority of India**  
**Ministry of Health and Family Welfare**  
**Government of India**

  
**CHIEF ENGINEER,**  
**CHENNAI PORT TRUST,**  
**CHENNAI - 600 001.**



**Allotment of Covered Space of 1306 Sq.M in 2<sup>nd</sup> and 3<sup>rd</sup> Floor of Central Documentation Complex Building, Rajaji Salai to accommodate Food Safety and Standards Authority Of India (FSSAI) on Long Term Lease for 30 years**

**GENERAL CONDITIONS**

- (1) (a) The Lease period is 30 years from the date of handing over.  
 (b) The Lease shall not be automatically renewable.
- (2) UPFRONT LEASE RENT  
 (a) The lease rent is fixed as Rs.353/- per sq.m (50% of Rs.705/-) per month or part thereof and Upfront of Rs. 17,09,04,516.29 (including SD & GST) which is subject to revision based on RBI discount factors, Annual escalation on Scale of Rates and revision of Scale of Rates being notified by TAMP which is due in 2020 prevailing at the time of taking over of the premises by the FSSAI .
- NOMINAL LEASE RENT  
 (b) A nominal lease rent of Rs.One per sq.m. per year(i.e) Rs.1306/- + applicable GST or/any other taxes shall be collected every year for the currency of the lease period.  
 (c) The nominal lease fee shall be remitted on or before 25<sup>th</sup> of every December in advance
- (3) SECURITY DEPOSIT (Refundable)  
 The Lessee shall pay the amount equivalent to 24 months lease rent as Refundable Security Deposit to the Board which shall be maintained till the end of the lease period which shall remain valid for the lease period and the renewed period. This amount shall not carry any interest.
- (4) WATER & ELECTRICITY  
 The Lessee shall pay the cost of electricity and water charges every month as per the bill raised by the lessor.
- a. The Lessee shall pay the Security Deposit, electrical consumption charges and other electrical related charges as per the applicable tariff of TANGEDCO and Rules & Regulations being followed by M&EE department of ChPT from time to time.
- b. The Lessee shall pay Security Deposit for electrical consumption equivalent to 3 months maximum consumption amount that will be intimated by M&EE department of ChPT. That amount will be based on the electrical points, fans and water requirements of the Lessee.

x   
**P.Muthumaran / पि.मुत्तुमारन**  
 Director / निदेशक  
 Southern Regional Office, Chennai  
 Food Safety and Standards Authority of India  
 Ministry of Health and Family Welfare  
 Government of India

  
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**CHENNAI - 600 001.**



- (6)
- c. For water consumption, a separate meter shall be provided for which the Lessee shall pay Rs.10,560/- for cost of meter and fixing charges (non-refundable). The water consumption charges are subject to revision from time to time by M&EE department of ChPT.
  - d. The Lessee shall pay Security Deposit for water consumption equivalent to 6 months maximum consumption and the same will be refunded after vacation.
  - e. The electricity and water charges shall be paid every month by the Lessee to the Trust before 10<sup>th</sup> of every month as per the rates fixed by M&EE Department of ChPT from time to time.
  - f. If the Lessee fails to remit the above amount for successive three months, the supply will be disconnected without prejudice to recover the amounts due from the Lessee.

(5) PENALTY

In case of delayed remittance, the Lessee is liable to pay penal interest at applicable rate as per Scale of Rates for the period from the due date till the date of payment and as amended from time to time. If the Lessee shall make default in payment of the whole or any part of the said lease rent in advance on the days herein before mentioned whether formally demanded or not or shall become insolvent or shall go into liquidation whether voluntarily or compulsorily other than for Purposes of re-construction or shall make any arrangement with their creditors or shall assign, underlet, transfer or part with the possession of the said premises or any part thereof or shall allow any offensive or dangerous goods to be stored or stacked in the said premises or shall allow any offensive or dangerous business to be carried on therein or shall neglect to perform or observe any other stipulation on their part herein contained then and in any of such events it shall be lawful for the Lessor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and re-possess and enjoy the same and there upon this lease shall absolutely cease and determine but without prejudice to any right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

(6) VACATION

- a. Either party shall be at liberty to terminate the lease at any time by giving to the other three calendar months notice in writing of its or their intention of terminating the Lease Agreement.
- b. Before the expiry of the lease (or) renewed period, if the Lessee wants to vacate, the Lessee has to give 3 months notice to Lessor. In case of short notice, the lease rent to the shortfall period will be recovered from the Lessee.
- c. At the expiry of lease period, the Lessee shall vacate the premises and hand it over in the condition as it was originally allotted.

2

X   
**P.Muthumaran / पि.मुत्तुमारन**  
**Director / निदेशक**  
**Southern Regional Office, Chennai**  
**Food Safety and Standards Authority of India**  
**Ministry of Health and Family Welfare**  
**Government of India**

  
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- d. The leased property can be resumed at any time before the expiry of the lease period, if required by the Government in the National interest, by the Board for its own use with 3 months notice on payment of compensation in accordance with the formulations as may be approved by the Government. If the lease is cancelled for not complying with the conditions of the lease, no compensation shall be payable by the Board.
- (7) The Lessee shall obtain all statutory clearances as may be required by law including environmental clearance. To vacate the space occupied by the Lessee if the lease is not renewed and in case the Lessee fails to hand over the space in vacant possession on the date of expiry of the lease granted, after removing such of the structures or constructions put up, the ChPT shall have the right to remove such structures.
- (8) The goods stored in the leased premises or any other open or covered space in any part of the ChPT's premises is at the cost, risk and responsibility of the Lessee, and in addition, the ChPT may charge a penalty as leviable under the ChPT's Scale of Rates for the period the goods may have remained within the ChPT's premises.
- (9) Repairs and Maintenance of Open Car Park and Common Area  
The repair and maintenance of open space and outer sides of buildings will be done by the Port at its cost with the prior intimation/approval of the ChPT.
- (10) The Office area allotted shall be maintained by the lessee at their cost. If any normal and minor repair occurs during the pendency of lease period, the lessee shall carry out repairs to the satisfaction of the Trust, failing which the Trust will repair at the cost, as decided by the Trust and the Lessee shall pay such cost to the Trust. Any structural damage due to design (or) construction defects, the same shall be repaired by the Trust at its cost. However, any damages caused by the action of the lessee, the same shall be repaired at his cost. Maintenance of Toilets: The toilets in the floor allotted shall be maintained by the Lessee.  
The Lessee is liable for the following.
- (11) To keep the doors of the said premises locked and secured outside the working hours laid down by Chennai Port Trust.
- (12) To permit the ChPT officials with or without workmen or others at all reasonable hours to enter the said premises and to view the condition thereof.
- (13) In the event of new or increased tax, rate assessment or outgoing of any description payable either by Lessee or Lessor being imposed in future upon the said premises by any other authority than the Lessor to pay the new imposition, or the amount by which the present imposition, is increased as the case may be.
- (14) To give the Port Trust Fire Service the right of unrestricted access to the said premises.

  
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 Southern Regional Office, Chennai  
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 Government of India

  
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- (15) Not to use the said premises or any part thereof or suffer the same to be used otherwise than for the purpose for which the premises has been leased without the consent in writing of the Lessor first had and obtained.
- (16) To apply and pay for all license and permits that may from time to time required under the provisions of the law for the time being in force for the purpose of using the said premises as aforesaid.
- (17) Not to sublet or underlet, transfer or Mortgage, assign to or induct into create a charge on or part with the use possession of the said premises or any part thereof to any person or persons whomsoever.
- (18) Not to carry on any business, occupation or operation within the said Premises or any part thereof outside the working hours from time to time laid down by the Lessor except and until they shall have received permission to do so from the ChPT or any such official to whom powers may be delegated by it.
- (19) Not to keep or permit to be kept in the said premises any materials of a Dangerous nature or the keeping of which may contravene any Act or local Regulations.
- (20) To comply with any rules or regulations which may be framed by the Lessor in connection with the checking of goods entering or leaving the said premises.
- (21) To hold the Lessor free from all risk and responsibility in respect of the goods / things belonging to the Lessee stored/ kept in the said Premises whether the same shall be lost or damaged by any cause whatsoever.
- (22) If there shall be any lease rent due and owing to the Lessor at the time of such re-entry and the Lessee shall fail to pay the same on demand it shall be lawful for the Lessor to distrain upon any monies which may have been deposited with the Lessor by the Lessee or upon any goods of the Lessee remaining in the said premises.
- (23) AND IT IS FURTHER AGREED that the Lessor shall not be considered to have parted with the possession of the said premises by this lease so as to deprive it of any lien not withstanding anything contained in the lease on all goods stored therein for charges leviable under the Major Port Trust Act, 1963 as subsequently amended otherwise incidental thereto and incurred within the Lessor's premises and for such purpose it shall be lawful for them at all times during the continuance of this lease to have free access to the said premises and should the Lessor deem it advisable so to do to remove any such goods

  
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- from the said premises to the premises of the Lessor for the purpose of enforcing such lien.
- (24) Any change in the constitution at the Lessees firm or business shall in no way affect the terms of the lease.
- (25) The ChPT agrees that the Lessee duly observing and performing the covenants and stipulations herein on their part contained shall peacefully enjoy the premises during the said terms without interruption by the Board.
- (26) The Lessees shall not construct or put up any building, erection or convenience on space occupied under annual lease except on written permission of the ChPT the Lessees shall agree to remove such building, erection or convenience on the space, restore the space to its original condition at the time of termination of the lease and if the Lessees fail, the Trust will arrange for removal of such erection at the cost, risk and responsibility of the Lessee.
- (27) Provided that during the period of lease the ChPT or any such officials to whom powers may be delegated by it may take over on a written demand the premises or any portion thereof temporarily for its use or for urgent repairs, in which case the Lessee shall be entitled to proportionate abatement of lease rent for the period of such occupation by the Lessor.
- (28) The Lessee shall not at any time during the currency of the lease put up any construction over the office area leased to him except with the written permission of the Lessor.
- (29) If the Lessee puts up a construction / modification without the written permission of the Lessor, the construction so put up shall become the property of the Lessor and the Lessee is not entitled to any compensation thereof.
- (30) And if the Lessor is not in agreement for the construction so put by the Lessee without the permission of the Lessor, the Lessee shall remove the construction at his cost and restore the property in as good a condition as it was at the time it was put in possession, within a reasonable time during the currency of the lease failing which the Lessor shall have the right to remove the construction at the cost and expense of the Lessee.
- (31) If the Lessee puts up a construction / modification / alteration with the written permission of the Lessor, the Lessor shall have the option to possess the construction / modification / alteration so put up and in case the Lessor requires the construction / modification / alteration the Lessor shall pay compensation to the Lessee in a sum mutually agreed upon at the expiry of the lease.

X   
**P.Muthumaran / पि.मुत्तुमारन**  
 Director / निदेशक  
 Southern Regional Office, Chennai  
 Food Safety and Standards Authority of India  
 Ministry of Health and Family Welfare  
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- (32) If the Lessor does not require the construction put up with the permission of the Lessor or if the Lessor and Lessee fail to settle the quantum of compensation to be paid, the Lessor is entitled to call upon the Lessee to remove the construction so put up at his cost and restore the property in as good condition as it was at the time the Lessee was put in possession, within a reasonable time, failing which the Lessor shall have the right to remove the construction at the cost and expense of the Lessee.
- (33) The rules and regulations framed by the Board and guidelines issued by the Government / TAMP in this regard from time to time shall be part of the provisions of this annexure.
- (34) The parties here to agree that High Court of Madras and the Court in the city of Chennai have jurisdiction for all legal action arising out of this allotment.
- (35) The Lessee is liable to pay applicable taxes. At present GST at 18% is applicable on Lease rent as per the order of the Ministry of Finance, (Department of Revenue) Government of India with effect from 1.7.2017.

Chief Engineer

CHENNAI PORT TRUST



**P.Muthumaran / पि. मुत्तुमारन**  
**Director / निदेशक**  
Southern Regional Office, Chennai  
Food Safety and Standards Authority of India  
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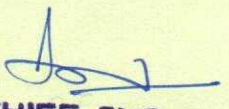
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**CHENNAI - 600 001.**



**ADDITIONAL GENERAL CONDITIONS**

- (1) All conditions prescribed in the Land Policy guidelines 2014 issued by the Government of India in January 2014, as amended / replaced from time to time, shall apply in respect of allotment of land / space / buildings on license / lease basis.
- (2) The rates prescribed above are the base rates applicable with effect from 24.01.2015, the effective date of implementation as per Notification by TAMP and are subject to automatic escalation of 5% per annum (compoundable). The reserve price in terms of annual lease rent as provided in the Scale of Rates shall get automatically escalated by 5% per annum after expiry of one year from the effective date of implementation of the Scale of Rates. The base rates will be revised after five years with the approval of Competent Authority. Such revised rent will be effective from the effective date of implementation of the order passed by the Competent Authority subject to revision based on RBI discount factors, Annual escalation on Scale of Rates and revision of Scale of Rates being notified by TAMP which is due in 2020.
- (3) The rates prescribed above are excluding taxes and duties. GST and other taxes and duties, as applicable, from time to time shall be paid extra.
- (4) The annual nominal rent for each year shall be paid in advance before commencement of respective lease year. If the due date for a particular month falls on Sunday or ChPT holiday or bank holiday, the payment shall be made on the next working day. In case of delayed remittance, the Lessee is liable to pay penal interest at applicable rate as per Scale of Rates for the period from the due date till the date of payment and as mended from time to time.
- (5) The ChPT shall have the right at any time to resume possession of space wholly or partly which is required by the ChPT, in which event a proportionate reduction in rent will be allowed. An advance notice of 7 days in case of lease period upto six months and 15 days in case of lease above six months and upto 11 months shall be given ChPT about its intention to resume the land / space. However, no such notices shall be issued in the case of encroachment and unauthorized occupation in which case ChPT shall have a right to resume possession of the land / space immediately without giving any notice. On the other hand, the Lessee shall give a notice of 15 days if the land / space are to be vacated before expiry of the lease period.
- (6) The Lessee shall agree to comply with all rules or directions issued by the ChPT from time to time. Should the Lessee neglect to comply with such rules or directions, the ChPT may terminate the Lease.

  
**P.Muthumaran / पि.मुत्तुमारन**  
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**CHENNAI - 600 001.**



- (7) The Lessee shall not construct or put up any permanent structure, building, erection or convenience or canteens on land / space occupied under monthly lease except on the written permission of the ChPT. The Lessee's shall agree to remove such building, erection or convenience on the space, restore the space to its original condition at the time of termination of he lease and if the Lessee's fail, the ChPT will arrange for removal of such erection at the cost, risk and responsibility of the Lessee.
- (8) Goods stored under the leased space shall be at the entire risk and responsibility of the Lessee. The ChPT will not in any way take responsibility for pilferage, theft, fire or loss thereof. The Lessee shall post their own watch to safeguard the goods stored at their allotted space and to prevent any unauthorized occupation of such space by others.
- (9) The Lessee shall comply with all rules or regulations that may from time to time be issued by the Corporation of Chennai or the Inspector of Explosives, Department of Explosives, Govt. of India, or whomsoever concerned in relation to the storage of the goods under the monthly lease.
- (10) If the Lessee continue to occupy the allotted space, after expiry / termination / determination of lease or forfeiture of lease on account of change of user assignment, etc., the occupation will be treated as unauthorized and lesser shall be entitled to levy penalty leviable under ChPT's Scale of Rates as per lease agreement, till the final vacation of the allotted space.
- (11) In case of breaches / violates any provisions of lease agreement, ChPT shall be entitled to impose penalty as deemed fit or cancel the lease depending on the nature / magnitude of breach / violation.

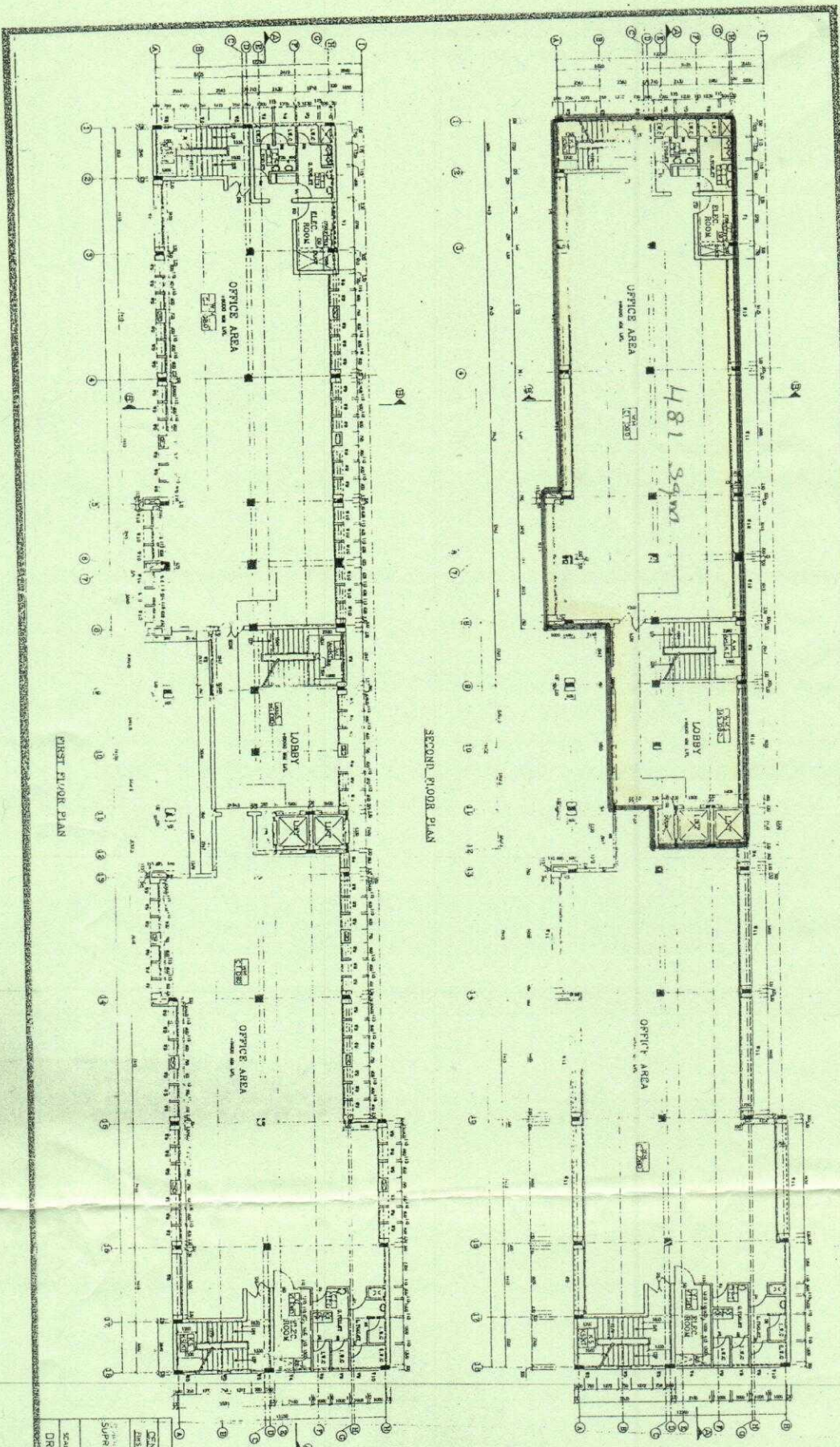
  
**P.Muthumaran / पि.मुत्तुमारन**  
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 Chief Engineer  
 CHENNAI PORT TRUST  
**CHIEF ENGINEER,**  
**CHENNAI PORT TRUST,**  
 CHENNAI - 600 001.



X  
*[Handwritten signature]*

Second floor North wing - 481 Sqm



AS MADE DRAWING

**SCHEDULE OF JOINERY**

| NO | DESCRIPTION    | QUANTITY | UNIT | REMARKS |
|----|----------------|----------|------|---------|
| 01 | WOODEN DOOR    | -        | -    |         |
| 02 | WOODEN WINDOW  | -        | -    |         |
| 03 | WOODEN ROILING | -        | -    |         |
| 04 | WOODEN FLOOR   | -        | -    |         |
| 05 | WOODEN ROILING | -        | -    |         |
| 06 | WOODEN ROILING | -        | -    |         |
| 07 | WOODEN ROILING | -        | -    |         |
| 08 | WOODEN ROILING | -        | -    |         |
| 09 | WOODEN ROILING | -        | -    |         |
| 10 | WOODEN ROILING | -        | -    |         |
| 11 | WOODEN ROILING | -        | -    |         |
| 12 | WOODEN ROILING | -        | -    |         |
| 13 | WOODEN ROILING | -        | -    |         |
| 14 | WOODEN ROILING | -        | -    |         |
| 15 | WOODEN ROILING | -        | -    |         |
| 16 | WOODEN ROILING | -        | -    |         |
| 17 | WOODEN ROILING | -        | -    |         |
| 18 | WOODEN ROILING | -        | -    |         |
| 19 | WOODEN ROILING | -        | -    |         |
| 20 | WOODEN ROILING | -        | -    |         |
| 21 | WOODEN ROILING | -        | -    |         |
| 22 | WOODEN ROILING | -        | -    |         |
| 23 | WOODEN ROILING | -        | -    |         |
| 24 | WOODEN ROILING | -        | -    |         |
| 25 | WOODEN ROILING | -        | -    |         |
| 26 | WOODEN ROILING | -        | -    |         |
| 27 | WOODEN ROILING | -        | -    |         |
| 28 | WOODEN ROILING | -        | -    |         |
| 29 | WOODEN ROILING | -        | -    |         |
| 30 | WOODEN ROILING | -        | -    |         |
| 31 | WOODEN ROILING | -        | -    |         |
| 32 | WOODEN ROILING | -        | -    |         |
| 33 | WOODEN ROILING | -        | -    |         |
| 34 | WOODEN ROILING | -        | -    |         |
| 35 | WOODEN ROILING | -        | -    |         |
| 36 | WOODEN ROILING | -        | -    |         |
| 37 | WOODEN ROILING | -        | -    |         |
| 38 | WOODEN ROILING | -        | -    |         |
| 39 | WOODEN ROILING | -        | -    |         |
| 40 | WOODEN ROILING | -        | -    |         |
| 41 | WOODEN ROILING | -        | -    |         |
| 42 | WOODEN ROILING | -        | -    |         |
| 43 | WOODEN ROILING | -        | -    |         |
| 44 | WOODEN ROILING | -        | -    |         |
| 45 | WOODEN ROILING | -        | -    |         |
| 46 | WOODEN ROILING | -        | -    |         |
| 47 | WOODEN ROILING | -        | -    |         |
| 48 | WOODEN ROILING | -        | -    |         |
| 49 | WOODEN ROILING | -        | -    |         |
| 50 | WOODEN ROILING | -        | -    |         |
| 51 | WOODEN ROILING | -        | -    |         |
| 52 | WOODEN ROILING | -        | -    |         |
| 53 | WOODEN ROILING | -        | -    |         |
| 54 | WOODEN ROILING | -        | -    |         |
| 55 | WOODEN ROILING | -        | -    |         |
| 56 | WOODEN ROILING | -        | -    |         |
| 57 | WOODEN ROILING | -        | -    |         |
| 58 | WOODEN ROILING | -        | -    |         |
| 59 | WOODEN ROILING | -        | -    |         |
| 60 | WOODEN ROILING | -        | -    |         |
| 61 | WOODEN ROILING | -        | -    |         |
| 62 | WOODEN ROILING | -        | -    |         |
| 63 | WOODEN ROILING | -        | -    |         |
| 64 | WOODEN ROILING | -        | -    |         |
| 65 | WOODEN ROILING | -        | -    |         |
| 66 | WOODEN ROILING | -        | -    |         |
| 67 | WOODEN ROILING | -        | -    |         |
| 68 | WOODEN ROILING | -        | -    |         |
| 69 | WOODEN ROILING | -        | -    |         |
| 70 | WOODEN ROILING | -        | -    |         |



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CHIEF ENGINEER  
 CHENNAI PORT TRUST  
 CHENNAI - 600 001.

CHENNAI PORT TRUST  
 CENTRAL DOCUMENTATION AND CALL POINT  
 AREA 1 SECOND FLOOR PLAN  
 SUPER A.E. E.A.P.  
 SCALE: 1:100  
 DRG NO: CE/PI/595/498







**Proposed List of Equipment**

| <b>Sl.No.</b>                     | <b>Name of the Equipment</b> | <b>Qty</b> |
|-----------------------------------|------------------------------|------------|
| <b>General Parameters</b>         |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Quality Parameters</b>         |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Heavy Metals</b>               |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Pesticides</b>                 |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Naturally Occurring Toxins</b> |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Antibiotics</b>                |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Microbiology</b>               |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |
| <b>Others</b>                     |                              |            |
|                                   |                              |            |
|                                   |                              |            |
|                                   |                              |            |

Signature and Seal of the Bidder  
Name in capital letters with Designation





**FORMAT FOR NON-BLACKLISTING OF SUPPLIER**

I/ We \_\_\_\_\_Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) \_\_\_\_\_ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body. Any partner or shareholder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Address \_\_\_\_\_  
\_\_\_\_\_

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Dated:

Place:

DEPONENT

**(Note: To be furnished on Rs.50/- non-judicial stamp paper duly attested by the Executive Magistrate/Notary Public/Oath Commissioner.)**

**General Information about the Bidder**

|                                                                                  |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|------------------------------------------------|-----------------|--|
| 1                                                                                | Name of the Bidder                                                                                                                                                                                                 |             |             |                                                |                 |  |
|                                                                                  | Registered address of the firm                                                                                                                                                                                     |             |             |                                                |                 |  |
|                                                                                  | State                                                                                                                                                                                                              |             | District    |                                                |                 |  |
|                                                                                  | Telephone No.                                                                                                                                                                                                      |             | Fax         |                                                |                 |  |
|                                                                                  | Email                                                                                                                                                                                                              |             | Website     |                                                |                 |  |
| <b>Contact Person Details</b>                                                    |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
| 2                                                                                | Name                                                                                                                                                                                                               |             | Designation |                                                |                 |  |
|                                                                                  | Telephone No.                                                                                                                                                                                                      |             | Mobile No.  |                                                |                 |  |
| <b>Communication Address</b>                                                     |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
| 3                                                                                | Address                                                                                                                                                                                                            |             |             |                                                |                 |  |
|                                                                                  | State                                                                                                                                                                                                              |             | District    |                                                |                 |  |
|                                                                                  | Telephone No.                                                                                                                                                                                                      |             | Fax         |                                                |                 |  |
|                                                                                  | Email                                                                                                                                                                                                              |             | Website     |                                                |                 |  |
| <b>Type of the Firm ( Please ✓ relevant box)</b>                                 |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
| 4                                                                                | Private Ltd.                                                                                                                                                                                                       |             | Public Ltd. |                                                | Proprietorship  |  |
|                                                                                  | Partnership                                                                                                                                                                                                        |             | Society     |                                                | Others, specify |  |
|                                                                                  | Registration No. & Date of Registration.                                                                                                                                                                           |             |             |                                                |                 |  |
| <b>Nature of Business( Please ✓ relevant box)</b>                                |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
| 5                                                                                | Original Equipment Manufacturer                                                                                                                                                                                    |             |             | Authorized Dealer /Representative              |                 |  |
|                                                                                  | Direct Importer                                                                                                                                                                                                    |             |             | Others, specify.                               |                 |  |
| <b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )</b> |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
| 6                                                                                | in case of Directors, DIN Nos. are required                                                                                                                                                                        |             |             |                                                |                 |  |
|                                                                                  | Name                                                                                                                                                                                                               |             | Designation |                                                |                 |  |
|                                                                                  | Name                                                                                                                                                                                                               |             | Designation |                                                |                 |  |
| <b>Bank Details</b>                                                              |                                                                                                                                                                                                                    |             |             |                                                |                 |  |
| 7                                                                                | Bank Account No.                                                                                                                                                                                                   |             |             | IFSC Code                                      |                 |  |
|                                                                                  | Bank Name & Address                                                                                                                                                                                                |             |             | Branch Name                                    |                 |  |
|                                                                                  | Tel No                                                                                                                                                                                                             |             |             | Email ID                                       |                 |  |
| 8                                                                                | Whether any criminal case was registered against the company or any of its promoters in the past?                                                                                                                  |             |             |                                                | Yes / No        |  |
| 9                                                                                | Other relevant Information provided *<br>(Here enclose the details such as presentation on the details of the bidder in a CD preferably; please avoid submission of detailed leaflets/brochures etc, if possible.) |             |             |                                                |                 |  |
| Date:                                                                            |                                                                                                                                                                                                                    | Office Seal |             | Signature of the bidder / Authorized signatory |                 |  |

Signature and Seal of the Bidder  
Name in capital letters with  
Designation