

NATIONAL INSTITUTE OF FOOD TECHNOLOGY ENTREPRENEURSHIP AND MANAGEMENT
(Deemed to be University (De-novo Category) under Section 3 of the UGC Act, 1956 and
An Autonomous Institution under Ministry of Food Processing Industries, GOI)
Plot No. 97, Sector-56, Phase ó IV, HSIIDC, Industrial Estate, Kundli-131028, Sonapat (Haryana)
Phone No. 130-2281057

Ref. No. N/PuS/P/2021/21/31

Dated: 23.12.2021

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Online/Offline EOI is invited in Two Bid System from interested entrepreneurs, industry persons, food processors, farmers, self help groups, farmer producer organisations, start-ups, MSME units etc. for running of Pilot Plant for Bakery or using facility on license basis for research, product development and commercialization óas is where is basisó in NIFTEM Campus, Plot No.97, Sector-56, Phase-IV, HSIIDC, Industrial Estate, Kundli-131028, Sonapat (Haryana). The EOI document along with the term of reference (TOR), terms and conditions etc can be accessed/downloaded from CPP procurement portal website <http://eprocure.gov.in/eprocure/app> and also from NIFTEM website <www.niftem.ac.in>.

EOI No.	Name of the Work
N/PuS/P/2021/21/31	EOI for running of Bakery Pilot Plant on monthly license basis in NIFTEM Campus

Important dates

PARTICULARS	DATE	TIME	Remarks
Issue / Publish/Upload of EOI Documents	23.12.2021	02.00 PM	All the applicants are eligible for presentation round.
Pre-bid Meeting Date & Time	30.12.2021	11.00 AM	
Bid submission Start Date & Time	04.01.2022	04.00 PM	
Bid Submission End Date & Time	13.01.2022	02.00 PM	
Technical Bid Opening Date & Time	14.01.2022	03.00 PM	
Date of Presentation	Date & Time will be intimated		
Financial Bid Opening Date & Time	The date & time will be communicated to eligible bidders through email only. No other mode will be adopted.		

EOI FEE DETAILS

FEE PARTICULARS	AMOUNT
EOI Processing Fees (non-refundable)	Rs. 1,180/- (Inclusive of GST)
Earnest Money Deposit (EMD)(Refundable)	Rs. 1,00,000/- (Mandatory for all)

Online Mode: Interested bidders may submit their online bid through www.eprocure.gov.in on CPP Portal but the technical details along with EOI fee, EMD & other documents must be sent through Speed Post/Courier, so as to reach us on or before last date. Financial bid should not be enclosed and only uploaded at CPP Portal.

All the interested bidders are advised that the Bakery Pilot Plant/facility is available “**as is where is basis**” and therefore, they are advised to visit the Institute on any working day to see the plant and other facilities before submitting their bids. In this regards, they may contact Shri Aditya Sharma, Pilot Plant Manager on his Mobile No.7015504639 or email id <aditya.sharma@niftem.ac.in>.

Intending bidders may also obtain copy of EOI document containing commercial conditions along with details by downloading EOI document from the website www.niftem.ac.in or www.eprocure.gov.in . The Pre-bid meeting will be held at NIFTEM to clarify doubts (if any), as per above schedule, Corrigendum/addendum, if any, to these would only be appear on the www.niftem.ac.in or www.eprocure.gov.in website.

ABOUT NIFTEM

National Institute of Food Technology Entrepreneurship and Management (NIFTEM) is a deemed to be University under Section 3 of the UGC Act, 1956 and an autonomous institute under Ministry of Food Processing Industries, GOI. NIFTEM functions as a centre for integrated education, research, enterprise incubation and outreach in area of Food Science, Food Technology & Business Management. NIFTEM has been set up on a 100 Acre campus near Delhi Singhu Border at Kundli, Distt-Sonepat, Haryana, at a cost of approx Rs. 500 Crores.

MANDATE OF NIFTEM

NIFTEM is working as ‘**Sector Promotion Organization**’ & ‘**Business Promotion Organization**’ of the food processing sector. It is a prime academic institution and offers B.Tech, M.Tech, Ph.D. and MBA Programmes in the areas of Food Technology and Management. The Institute has been granted Deemed to be University under De-novo category under Section 3 of the UGC Act, 1956.

MAJOR OBJECTIVES OF NIFTEM

NIFTEM has major objective which are as under:-

- One Stop Solution Provider for food sector
- Skill & Entrepreneurship Development
- Facilitating business incubation services with its ultra modern pilot plants.
- Conducting Frontier Area Research
- Developing world class managerial talent
- Knowledge repository
- Up-gradation of SME Clusters
- Promoting cooperation and networking

TERMS OF REFERENCE:

1. NIFTEM shall license the operation and maintenance of the Bakery pilot plant to a person/firm on competitive technical & financial bid basis. The bidder shall give a presentation before the committee designated by the institute about the experience, financial viability and vision about the operation and improvement of the Bakery pilot plant. The Institute shall issue Letter of Award to the successful bidder and the bidder shall take the possession of the Bakery pilot plants within 21 days from the award of LoA. No extension shall be allowed to the licensee to delay the possession/ operation.

2. The successful bidder/processor shall be designated as **"Licensee"** who should obtain the license as a food business operator from FSSAI to carry on Food Business at Bakery pilot plant. NIFTEM will charge license fee on monthly basis. The monthly license fees shall be paid by the licensee along with the applicable taxes before 10th of every month. No part payment shall be accepted by the NIFTEM. The licensee shall be liable to pay penalty @10% of the license fees if paid before 20th of the month and under no circumstances it can be delayed beyond the 20th of the month. It will be treated as violation of the license agreement and can lead to termination of the license agreement as per the provisions made in EOI document.
3. During the presentation before the committee the bidder shall provide the detail of any equipment not in place or other accessories or structural modification required, the same shall be procured and installed by the licensee at his cost and risk which can be taken away after the termination of the agreement. However, any further requirement is observed later on the same will be communicated to the designated committee/ person. No structural modification shall be allowed without the pre approval from the NIFTEM.
4. The processor shall deposit advance licensing fee for 3 months at the prescribed rate and also security deposit equivalent to the 3 months in the form of bank guarantee/DD shall be obtained for the security of equipment. Such amount shall be deposited with the institute before taking the possession for operation. No extension shall be allowed for this purpose. The security deposit will be either adjusted or refunded after expiry of license agreement but in case of any outstanding at the time of termination of license, the same will be adjusted
5. Licensee will not be allowed to display the name of his/ her organization in the premises of NIFTEM Bakery pilot plants except one at the main gate of pilot plant allotted to the licensee. The Licensee shall not be allowed to sub-license any facility of the Bakery Pilot plant.
6. Initially the license will be given for a period of one year which may be renewed for additional 04 year as may be mutually decided by both the parties @ 10% increase in the prevailing license fee every year.
7. For the insurance of the plant and machinery in the name of NIFTEM for the amount equivalent to the cost of installed machinery, licensee will deposit the insurance premium amount to the institute to obtain the insurance policy.
8. The Institute is of the opinion that at least 10% of the cost of plant and machinery should be the base value for the financial bid per year and the equipment/line will be allotted for 12 hrs per day basis for which normal shifts timings will be from 06:00 hrs to 18:00 hrs and 18:00 hrs to 06:00 hrs. However, it may be adjusted on mutual consent. The licensee will have to clean the whole plant and keep in ready to use condition at the end of the shift. The licensee will not be allowed to work beyond the allotted shift and if it runs beyond the allotted time period, the charges will be claimed pro-rata basis. If licensee wants to run the plant 24 hrs, he may bid for 02 shifts and the base value would be 15% in that case. However if any agency opts for any facility which is part of process line and which has to be used for more than 12hrs as per the product/process/quality/food safety requirement, then the agency will have to bid for 24 hrs.

9. The licensee should pay all the applicable taxes.
10. The Licensee shall be responsible to comply with the labour laws. Staffs/ labours appointed by the licensee would not be having any right to make any claim from NIFTEM.
11. The expenses of the operation and maintenance of ETP will be charged @10% of the total cost of Operation and maintenance from the agency operating the Bakery Pilot Plant.
12. Licensee shall allow the students and faculty to use the processing facilities as per their requirements. The licensee will be informed well in advance for the same.
13. There will be no restriction for the official visitors of NIFTEM to visit the premise even during the license agreement. However NIFTEM will follow all the guidelines of safety and hygiene as per the systems established by the licensee.
14. The licensee will be responsible for ensuring the supply of requisite essentials such as fuel, refrigerant, packaging material and other necessary needs for producing the products. However, the Institute will arrange the supply of electricity, water and gas on the actual cost basis. However, if there is any failure to supply the electricity, water and gas which is beyond the control of institute, the licensee shall not claim any damages from the institute for such failure.
15. For operation and maintenance, the licensee shall use genuine consumables and spare parts as mentioned in the manuals supplied by the manufacturer. The parts should be changed in the presence of NIFTEM staff.
16. The spare parts that are available with NIFTEM can be purchased from NIFTEM.
17. The institute shall enter into an **agreement** with the licensee and incorporate appropriate clause of General Condition of Contract and all other conditions in line with GFR guidelines as envisaged Purchase Manual 2017 or latest applicable. In order to bring more clarity, the agreement can be added more clause other than this EOI to safeguard the interest of both.
18. The licensee shall comply with all laws applicable to the operation, maintenance and management of the facility and the performance of the service including GMP and GHP (for cleanliness). Licensee shall apply for and obtain, and NIFTEM shall assist in applying for and obtaining all necessary permits, licenses and approval required to allow licensee to do business. Licensee should also file such reports, notices and other communications as may be required by any government agency regarding the project to NIFTEM.
19. The Licensee shall be responsible for disposal and management of all waste and effluent as per the Pollution Control Board's regulation and inform NIFTEM about the same. The licensee shall be liable for any penalty or fine is levied by any authority for such violation and the institute shall recover the penalty, fine, damages, and cost, if any, paid by the institute for waste disposal. The licensee will do the pre treatment of the effluent on his own if the parameters are out of the operational range of ETP.

20. The licensee shall maintain at a location acceptable to NIFTEM, the bakery pilot plant operating logs, records, reports, document the operation and maintenance of the facility in all forms and substance sufficient to meet NIFTEM reporting requirement under this agreement.
21. The licensee shall be working within the demarcated floor area only. The licensee may approach to the institute for additional floor area which shall be given by NIFTEM on payment of the approved charges.
22. NIFTEM shall provide all vendor available manuals, spare part list, project data books and drawings which are provided to NIFTEM by the OEM or licensee responsible for construction, installation, repair or maintenance of the Bakery Pilot Plant or a part thereof.
23. The licensee shall give an undertaking of making only good quality products safe for human consumption.
24. The license may be terminated by either side after giving due notice in writing of 30 days.
25. After completion of the tenure, the licensee will hand over all the assets and belongings of NIFTEM in the good working condition and shall compensate the institute for any damage or loss of the equipment of the pilot plants.
26. In the event of any dispute in the interpretation of the terms of the agreement or difference in opinion on any point in the agreement, the parties hereto shall use their best efforts to settle amicably by mutual negotiations.
27. If the dispute cannot be resolved through negotiations, it may be referred to arbitration of sole arbitration to be appointed by the Vice Chancellor, NIFTEM. The award of the said arbitrator shall be binding on both the parties. The venue and seat of arbitration shall be NIFTEM at Kundli only.
28. The agency will have to get registered as lease/rent deeds with the office of the Sub-Registrar, Rai Sonipat as per the govt. Regulation.

Brief Details For Bakery Pilot Plants:

OBJECTIVES

1. Serve as Business incubation center for budding entrepreneurs from both large scale industries as well as medium, small and micro enterprises.
2. Provide a vital source for food companies that are just starting up or evaluating new process or product lines
3. Process lines of varying capacities to cater to the needs of the different sectors of the food industry (large, medium, small and micro enterprises).

4. Provide research facilities to the food industry for development of novel and innovative products and processes and modification of existing products and processes.
5. Used for evaluation of new ingredients, formulations and processes on a small and medium scale production and demonstration
6. Deliver product quality as best as possible as expected from a full scale production line
7. Provide training to the students and the industry personnel and the facility to work and conduct research in an operating production facility

PROCESS LINES

- a. Bread/Bun/Rusk Line,
- b. Cookies/Muffin/Puff/Pastries/Cakes line
- c. Special Equipments Section
- d. Cooling Section
- e. Packaging Section

PRODUCT TYPES

- Bread
- Bun
- Rusk
- Cookies
- Muffin
- Puff
- Pastries
- Cakes

List of Equipment is enclosed at Annexure-IV

Contact Person for further queries: Er. Anand Kishore, Assistant Professor, NIFTEM, Kundli, Sonapat.

Email: anand.iitkgp14@gmail.com

Tel.: 0130-2281257

SCOPE OF WORK:-

- 1) The Institute will provide the shop floor of particular pilot plant or any specific standalone equipment/machine with working space on “**as is where is basis**” on quoted monthly license fee or as mutually agreed but not less than 10% for 12 hrs per day basis for which normal shifts timings will be from 06:00 hrs to 18:00 hrs and 18:00 hrs to 06:00 hrs. However, it may be adjusted on mutual consent. In case, any equipment is part of concerned processing line, the agency has to take the same also on quoted rates.
- 2) In case of standalone equipment and/or processing line, the associated utilities will be provided on shift basis or as mutually agreed and prescribed by the Institute.

- 3) The Institute can also extend storage, office space etc on requirement and subject to availability at prescribed rates. The rates shall be decided by the Institute on the basis of local authorities. The charges for electricity, power back up and water shall be the same, as being charged by NIFTEM on other vendors. Presently, electricity charges is Rs 7.00 as per Govt. rates and Rs. 20.00 per unit for DG backup but it can be revised time to time linked with market prices. Water charges shall be the same as being charged either by HSIIDC or Jal Nigam.
- 4) Trial run has already been carried out, therefore, further trial-run on license request will not be considered. However, if licensee wants trial run, has to borne all the cost at their own.
- 5) The Institute can also provide incubation facility, technical support, NABL accredited lab testing, product study, research, process-technique development and standardization through consultancy or faculty & students involvement.
- 6) The institute is also able to provide housekeeping, security etc through outsourced agency on payment basis.
- 7) The Institute is also having ETP, RO Water, and STP facility on chargeable basis.
- 8) The Institute can also provide students to extend support under industrial training programme. The agency will have to hire few students every year for industrial training if there is a request for the same.
- 9) The Institute has provided commercial PNG Gas connection/supply. The cost towards pipeline, connectors, burners etc or any other modification in the existing line or from the common point will be borne by the Licensee itself. In case, Institute has already deposited any security deposit for such connection, the licensee has to pay the Institute as security of the same, which will be returned after closing of the contract. Besides, the agency has to assure/undertake that they will make timely payment of PNG use against the bills, otherwise, same will be recovered from their security and PNG connections will be disconnected.
- 10) All kind of licenses or compliances as required for product development, bulk production and commercialization, will be obtained by the license and Institute has no relation to the same. However, Institute will provide such documents, which may be available and helpful in such compliances.
- 11) All kind of testing, microbial testing, CIP etc. will be ensured by the licensee at their cost.

3. ELIGIBILITY CRITERIA:

- a. The individual/agency may have preferably legal entity or should be registered with relevant authority as MSME Unit/Start-ups/Company/Proprietorship firm/Farmer's Producer organization/Self Help Groups/entrepreneurs etc.
- b. The individual/agency should be financially sound to take the Bakery pilot plant or facilities. They have to submit either details of financial status duly signed by Bank or Chartered Accountant or self certified declaration with a photocopy of passbook for last six months. Those, who are having

balance sheet, may enclose balance sheet etc for last 3 financial years, ending 31st March (F.Y. 2018-19, 2019-20 & 2020-21). **OR** those, who have not formed any company or legal entity and want to start their own venture has to enclose an undertaking that they are capable to invest minimum Rs. 10 lakh for such venture, along with a certificate issued by bank as they are having deposited such amount in their accounts, along with copy of passbook with six months transactions.

- c. The individual/agency should have concrete idea as to what product they want to develop or produce. In this regards, they have to submit details of the brief idea.
- d. The individual/agency may have qualified or experienced person to work on their idea. The bio-data of such person(s) may be included.
- e. The individual/agency should have PAN, AADHAR CARD, and Address proof.
- f. EOI Fee and EMD are essential requirement for pre-qualification.

4. EMD:-

The individual/Agency is required to submit a EMD of Rs.1,00,000/- (Rupees One Lakh only) with EOI (Refundable) for running of Pilot Plant/facilities in the form of demand draft in favour of NIFTEM, payable at SBI, Kundli, Sonapat(Bank IFSC SBIN0015479). In case of allotment of Pilot Plant/facility, the individual/agency has to submit Performance Security deposit equivalent to 3 months license fee. The EMD of unsuccessful agency will be returned just after allotment of Pilot Plant/facilities but the EMD of successful agency will only be returned after submission of security deposit of prescribed/quoted license fee for 3 months, otherwise, EMD can be adjusted against license fee on request or circumstances.

If the bidder changes or alters any of the bid/clauses or shows unwilling at any stage after submitting EOI, their EMD will be forfeited.

5. EOI DOCUMENT FEE:-

Rs 1180/- (Non-refundable) including GST is required to submit along with technical documents in the form of demand draft in favour of NIFTEM, payable at SBI, Kundli, Sonapat(Bank IFSC SBIN0015479), which will be non refundable. The EOI fee as well as EMD will only be accepted in the form of demand draft and not any other mode. Bids without EOI fee and EMD will be rejected summarily.

6. PRE-BID MEETING:-

In case, after pre-bid meeting (wherever applicable) any modification(s)/ addition(s)/deletion(s) or any alternation in the requirement(s)/specification(s)/ condition(s) etc is considered by the Institute, the same will be placed only on NIFTEM's website- www.niftem.ac.in and shall not be advertised in the newspapers. Therefore all the bidders are advised to visit our website before filling their EOI. All the prospective bidders are advised to keep themselves updated for such corrigendum before submitting their bid. In this regard, the Institute will not be responsible in any manner.

7. Important Information:

All the interested bidders are advised that the Bakery Pilot Plants facilities are “**as is where is basis**”, therefore, they are advised to visit the Institute on any working day to see the plants and other facilities before submitting their bid. In this regards, they may also contact with Shri Aditya Sharma, Pilot Plant Manager on his email ID<aditya.sharma@niftem.ac.in>or his Mobile No. 7015504639. The agencies can install add on equipments compatible to the available equipments. Small modifications/add on/changes can be allowed without major alterations, compatible to the existing equipment/facilities. In no case, modifications will be permitted to make NIFTEM's equipment idle.

8. Corrigendum/Addendum:

Corrigendum / addendum, if any, would only be appear on the website www.niftem.ac.in or on www.eprocure.gov.in and by no other mode, therefore, all the bidders are advised to visit regularly.

9. BIDDING PROCEDURE FOR ONLINE EOING:-

a) REGISTRATION

1. Bidders are required to enroll on the e-procurement website of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link ~~to~~Online bidder Enrolment~~on~~ on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any future communication from the CPP Portal.
4. After enrolment, the bidders will be required to register their valid Digital Signature Certificate(DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders to ensure that they do not lend their DSC to others which may lead to misuse.
6. Bidder then login to the site through the secured login user ID / password and the password of the DSC/e-Token.
7. The EOI documents and other terms and conditions of the EOI can be downloaded from NIFTEM's website www.niftem.ac.in and **www.eprocure.gov.in**.

b) SEARCHING FOR EOI DOCUMENTS.

1. There are various search options built in the CPP Portal to facilitate bidders to search active EOIs

by several parameters. These parameters could include EOI ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for EOIs, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for aEOI published on the CPP Portal.

2. Once the bidders have selected the EOIs they are interested in, may download the required documents / EOI schedules. These EOIs can be moved to the respective -My EOIs folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the EOI document.
3. The bidder should make a note of the unique EOI ID assigned to each licensee, in case they want to obtain any clarification / help form the Helpdesk.

c) PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the EOI document before submitting their bids.
2. Please go through the EOI advertisement and the EOI document carefully to understand the documents required to be submitted as part of the bid. Please note that number of covers in which the bid documents have to be submitted, the number of documents ó including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF / XLS/ RAR / DWF / JPG formats. Bid documents may be scanned with 100dpi in black and white option which helps in reducing size of scanned document.
4. To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual reports, Auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area, and need not be uploaded again and again. This will lead to a saving in the time required for bid submission process.

d) SUBMISSION OF BIDS

1. Bidder should login the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the EOI document.
3. Bidder has to select the payment option as "offline" to pay the EOI fee / EMD as applicable and enter details of the instrument.
4. The details of Demand Draft should tallied with the details available in the scanned copy and the data entered during bid submission in time. Otherwise the uploaded bid will be rejected.

5. The server time (which is displayed by the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to asymmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
7. The uploaded EOI documents become readable only after the EOI opening by the authorized bid openers.
8. After the successful and timely submission of bids (i.e. after clicking 'Freeze Bid Submission' in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

e) ASSISTANCE TO BIDDERS

1. Any queries relating to the EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Authority for aEOI or the relevant contact person indicated in the EOI.
2. Any queries relating to process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

f) BIDDING APPLICATION MUST BE ACCOMPANIED WITH THE FOLLOWING:-

Technical Bid on the EOI document appearing at **Annexure- I** duly filled in, should be signed and stamped along with following documents:-

- i. Earnest Money Deposit (EMD) & EOI document Fee (non-refundable) as specified in the form of Bank Demand Drafts (cheques are not accepted) drawn in favor of NIFTEM payable at SBI Kundli, Sonapat (Bank IFSC SBIN0015479).
- ii. ID Proof
- iii. Proof of permanent address.
- iv. Details of Bank Account i.e Account No., IFSC Code, MICR No., Bank Name and address.
- v. Copy of Pan Card, Aadhar Card, Voter Card

- vi. Copies of Balance Sheet, Profit & Loss and Annual Income Tax Return of immediate last 3 financial years ending 31st March (only for those who are having such documents). Others may enclosed CA certificate or Bank certificate regarding financial soundness, alongwith copy of pass book with six months transactions.
- vii. Details of Regn.of Firm/ PAN/TAN/Service Tax Registration number/GST/ ESI & EPF No, as applicable.
- viii. An authorization letter in favour of the person signing the EOI documents, if not signed by the Proprietor/Partner/Director. (Annexure-III).
- ix. Details of past experience/business of the Bidder.
- x. An attested copy of the certificate of registration/incorporation (with MoA/AoA) pertaining to the legal status of the bidder.

EOI document with all annexure should be duly signed and stamped on each page as acceptance of the terms and conditions.
- xi. In addition to e-EOI, a hard copy of EOI documents along with EOI Fee, EMD and duly signed and stamp annexure may also be sent through Regd. Post or be dropped in the EOI Box or submitted to the NIFTEM, Reception before last date and time. Only one EOI should be included in one cover. Incomplete EOI will not be entertained and summarily rejected.
- xii. Agency has to provide their financial quotes of license fee in **Annexure –IV**.
- xiii. In any case, if EOIs are not opened due to any reason, the EOI documents & EMD shall be returned to all the bidders.
- xiv. The EOI will be valid up to 180 days from the date of its publishing.

10. EVALUATION PROCEDURE:

- 1) All the individual/agenciess that are fulfilling the eligibility criteria are invited for a technical presentation before the Institute authorities on the date and time, as indicated above. The technical presentation will be assessed on following parameters:

Proper legal entity (Registration/ MOA/ MSME Regn./ (Enclose documentary evidence)	Past Experience in similar field (2 marks for each year)	Financial status upto 10 Lakh 5 marks, 11-20 lakh, 10 marks, 21-50 lakh-15 marks, 51-50 lakh & above-20 marks (Balance sheet/CA Certificate/ Bank certificate)	PAN, TAN, GST, PF, Labour, FSSAI, Addhar Card etc (2 marks for each but maximum 10 marks)	Product idea/ Research/ Technology	Strategy for production, marketing and sustainability
Please enclose documentary evidence with Technical Bid to support your claim.				These marks will be allotted on the basis of presentation.	
10	20	20	10	20	20

- 2) The technical presentation should be consisting of individual/agency bio-data/credential, professional qualification of individual/team, financial strength, product idea, manpower deployment and strategy for production and marketing etc.
- 3) The financial bid shall only be opened of those agencies, which are technically qualified and secured minimum 50% marks out of above 100 marks in the above assessment. In case sufficient agencies have not scored minimum 50% marks during assessment, the criteria can be relaxed further and marks obtained up to 40%, will also be treated as qualified for opening of financial bids. In this regards, decision of Committee or Institute shall be final and binding.
- 4) **Allotment of Bakery Pilot Plant/Facility:** The Pilot Plant/equipment/machine/facility will only be allotted to those individual/agencies, who will quote highest license fee in the Bakery pilot plant/equipment and assessed capable to run the Bakery Pilot plant not less than for one year, as the case may be or as decided by the Committee on the basis of their concept of product and strategy of production and marketing. There will be endeavor to allot complete pilot plant shop floor to a single agency/individual but in case of non availability of suitable single agency, standalone equipment including process line will be allotted, but in this regards, the decision of the Institute shall be final. In case of quitting before allotted period or minimum locking period of six months, their performance security will be forfeited or any other action as deemed proper in the circumstances by the Institute.
- 5) In case of tie between qualified agencies, who have quoted equal license fee for the concerned Pilot Plant/equipment/facility, the work will be allotted to that agency, which scored highest marks or have the highest turnover during the (i) technical assessment or (ii) having more experience in running of similar business. Even, if there is any problem, the license will be given to that agency, which financial turnover is higher. However, in this regard, the Institute's decision will be binding upon all the agencies.

11 GENERAL TERM & CONDITIONS:-

1. Acceptance of the EOI will be intimated to the successful agency through a letter of intent (LOI)/work order duly signed by the authorized signatory of the Institute
2. No agency will be allowed to alter or revoke the bid after opening of the bids and during the validity of EOI. The EMD of agency can be forfeited, if the agency withdraws or amends or deviates from the EOI in any respect.
3. The name and address of the Licensee with rubber stamp shall be clearly written in the space provided and no overwriting, corrections, insertion shall be permitted in any part of the EOI unless duly countersigned by the Licensee. The EOI should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the EOI is liable to be rejected.
4. Person signing the bid or other documents connected with EOI must clearly write his/her name and specify the capacity in which signing.
5. Individual signing the EOI or other documents connected with the EOI must specify whether one signs as (a) A sole proprietor of the concern or constituted attorney of such sole proprietor (b) A partner of the firm if it is a partnership firm, in such case he must have authority to execute

contracts on behalf of the firm by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.

6. Telegraphic/fax or conditional EOI will not be considered. The EOI have to be submitted on-line only.
7. The Agency have to enclose EMD accordingly as mentioned above, failing which EOI will not be accepted.
8. The Institute reserves the right to reject any or all the EOIs without assigning any reason. Besides, all kind of rights about these Pilot Plants are also vested with NIFTEM authorities.
9. If at any time during the period of contract, it comes to the notice of the NIFTEM that the bidder has mislead the NIFTEM be way of giving incorrect/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the Agency or the owner/partners/directors or any person responsible for the affairs of the Agency under law.
10. The licensee will have to provide a list of workers who will be working at the Bakery pilot plant and provide complete details about them. The licensee will also provide police verification of all his/her workers.
11. Firms submitting EOI would be considered to have read & accepted all terms & conditions. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the EOI. The bidder shall in a separate sheet disclose the details of the partners/directors etc. which shall be enclosed with technical bid.
12. NIFTEM will deduct Tax at source/TDS under section 194-C of the Income Tax Act, 1961 from the bills of the contractor.
13. The Agency has to ensure to deposit the due taxes to the Govt. timely.
14. **Acceptance:** It is understood that the licensee accepts the terms and conditions enclosed in the EOI form.
15. **Period of Contract:** The initial contract shall be for a period of one year from the date of award but it can be extended further up to maximum 04 more years on annual basis, as the case may be, based on satisfactory performance, by mutual consent. The contract once awarded, can be terminated by either party by serving 30 days notice. Nevertheless, NIFTEM can terminate the contract of the licensee without any notice in case the licensee fails to deliver satisfactory services or having continuous & repeated complaints or fails to submit performance security within reasonable period or fails to pay license fee and electricity charges timely or commits a breach of any of the terms of the contract. In case of breach, NIFTEM's decision shall be final and accepted without demur by the contractor. The security deposit shall be forfeited in such cases. In case,

licensee quite before awarded period or minimum locking period of one year, their security can be forfeited besides any other action as deemed proper in the circumstances by the Institute.

16. **License Fee for Bakery Pilot Plant/machine:** Successful agency/bidder have to deposit a monthly license fee as quoted in the financial bid & E&W charges before 10th of each but it shall not be less than at the rate of 10% per shift of 12 hrs per annum. If licensee wants to run the plant 24 hrs, he may bid for 02 shifts and the base value would be 15% in that case. However if any agency opts for any facility which is part of process line and which has to be used for more than 12hrs as per the product/process/quality/food safety requirement The license fee for the first 3 months shall be deposited in advance alongwith GST, which will be returned after the expiry of contract without interest. If license fee is not deposited within prescribed time, penalty as indicated in TOR, shall be recovered on due amount/outstanding amount until clearance or it will be deducted from their security. The license fee shall be deposited either through cheque/DD/NEFT.
17. If any equipment/utilities/facilities available in the processing line, which has not been included in the list but required for processing and given to the agency, will also be charged at the same quoted rates of license fee.
18. GST on license fee and electricity & water charges shall be applicable over and above the mentioned amount.
19. **Add-On:** No extra time will be given for the purchase as well as installation of add-on equipments or any other modification, as required for compatibility with the present plant & machinery.
20. **Lead Time:** The lead time to run the Pilot Plants is 45 days from the issue of LoA or as decided by the Competent Authority. The Agency has to provide their acceptance within 07 days from the issue of LoA. During the lead time, all kind of maintenance charges including electricity etc will be borne by the Agency/Licensee. The lead time will be provided only to new agency and not for the existing or continuing agency.
21. **Handing Over of Bakery Plant:** The Plant will be handed over to the agency/licensee within 07 days, after acceptance and submission of performance security equivalent to three months license fee and 03 months advance to the NIFTEM. The Agency will also be given further 30 days time for testing, trial run, compatibility etc. at their own expenses and during this period, no license fee will be charges. However, in case of back out, the license fee for 3 months and performance security will be forfeited or any other decision as decided by the Institute.
22. **Revision in License Fee:** In case of extension beyond 1 year, license fee will be increased by 10% of the prevailing license fee on every extension. In case of extension beyond 1 year, license fee will be increased by 10% of the prevailing license fee on every extension
23. **Electricity Charges:** Successful agency/bidder is required to pay actual Electricity Charges with GST towards actual consumption of electricity meter by 10th of each month failing which

appropriate penalty as indicated TOR on due amount shall be changed until clearance. Present rates for electricity @7.00 Per unit and Rs.20/- for DG Back up which can be changed time to time depending upon market price of fuel.

24. **Training/job practical to NIFTEM students/trainees/participants:** The agency will have to extend training/practical exposure to the students, trainees, participants as per mutual agreement and convenient to both. The students will be given training/practical exposure on a day fixed in a week as per mutual agreement. Also the agency will have to provide the basic training to new entrepreneur/start up if there is any request for the same. The agency is free not to share their recipe or other company confidentiality. Further Agency will have to allow students & Faculty to use processing facility as per their requirement like R & D work etc. The requirement of the same will be informed to agency well in advance.

25. **Quality & Hygiene To Be Maintained By The Contractor: -**

- The agency will obtain proper FSSAI License for each product as requirement.
- The licensee shall procure food articles and raw-material of good quality as per the standard specified by FSSAI.
- The Licensee shall ensure daily removal of garbage from the premises to designated area. However, before the garbage is taken out for disposal, the Security Supervisor is required to check it physically in order to ensure that the material being disposed does not contain any useful items.
- It shall be compulsory for the Licensee to take the following hygiene and cleaning measures : (a) Cleaning the Bakery pilot plant including the store-room twice a day, (b) soaking the vessels in hot water at the end of the day, (c) Pot & utensils (d) thorough cleaning of refrigerators, water coolers once a week, (e) Periodic spraying of insecticides, (f) To ensure good food quality & maintain latest standards of health & hygiene (as specified by FSSAI) (h) Thorough cleaning of wash basins with detergent at the end of the day. In case of failure, the licensee will be liable for legal actions as per the various Act(s), applicable in this respect.

26. The licensee shall not engage the services of any sub-licensee or transfer the contract to any other person. If, it is found at any time, the NIFTEM has right to terminate the contract and to forfeit all security deposits.

27. NIFTEM shall be entitled to take over possession of the premises after expiry of 24 hrs notice with no further correspondence. However, any case of default will be pointed out in writing to the licensee as and when it comes to the notice to enable the licensee to correct and rectify his mistake.

28. The licensee will only occupy the earmarked area in the institute.

29. The licensee shall make the property good to all damage/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of the Institute.

NIFTEM reserves the right to make the property good for the damage or loss by charging all the expenses from licensee with the expenses.

30. The staff should be issued Identity Cards bearing photographs. The licensee shall also provide Uniforms and shoes to their employees and shall ensure that they wear them all times and maintain them properly. The staff working in plant shall wear separate footwear, while working to maintain safety standards.
31. The Licensee shall not use the allotted place/premises for any other activity except for the purpose for which it has been provided for.
32. The Institute will not be responsible for any loss to the agencies due to any reasons including power failure, natural calamity, fire, earth quake, flood, heavy rain or any other act of nature. The agency has to make their own arrangements to recover or minimize the loss.
33. Insurance of the plants and machinery etc shall be at the cost of licensee.
34. NIFTEM shall not provide any consumable or non-consumable items including raw materials at the pilot plant for the purpose of product development.
35. Licensee shall maintain all the equipments provided by the NIFTEM in good working condition and would be responsible for damages caused. He will carry out the repair & maintenance along with spares if any, without any delay to avoid interruption in services and cost of repairs shall be borne fully by the licensee. While operation, if any spare parts is damaged, the same will be replaced by the agency with the same specifications at their cost. On termination of agreement, licensee will hand over all such equipments / articles in good working condition to NIFTEM.
36. After completion of Warrantee period (**2.0 years**), the charges towards AMC/CAMC will be borne by the agency itself. In case NIFTEM has done the AMC, the charges for the same on monthly basis will have to be paid by the agency every month along with the license fee. In case the agency fails to do so penalty as applicable for License fee will be levied.
37. Use of cigarette, bidi, pan, alcohol etc. is banned in the pilot plant and in the NIFTEM premises, if anyone is found indulged in these activities, the person shall be asked to leave the campus immediately and the Licensee shall be liable to lose the contract for breach of this condition. The Licensee shall undertake that any act of omission or commission including theft, by his/her staff shall be his/her sole responsibility and further that he/she would compensate the Institute immediately for any loss or damage or theft occurring on account of his/her staff individually or collectively.
38. The licensee shall ensure to take all safety measures (including fire) in the Pilot Plant. He will also keep a First-Aid Box for the persons deployed in Plant.
39. If at any stage, it has been found that electricity, water or other resources have been misused, the agency will be fined appropriately.

40. The Agency has to make its own arrangement for stay of the workforce at nearby area as the Institute is not having any such facility.
41. The bidders have to arrange their own emergency lights, loader, rat trapper, gas cylinders, fuel and any other recurring items.
42. NIFTEM reserves the right to call upon the Agency to remove any person employed working in the NIFTEM, if found unsuitable for services because of hygiene or health or conduct or any other administrative reasons. NIFTEM reserves the rights to disallow the person not having the identity card
43. In case of interpretation, modification and any alteration with respect to terms & conditions, the licensee & NIFTEM will jointly look into such aspect and the decision of the NIFTEM will be final and binding to licensee.
44. The agency will, prior to the commencement of the operation of contract, make available to NIFTEM the particulars of all the employees who will be deployed at the Institute's premises for running the plant. Such particulars, inter alia should include age/date of birth, Photo, fingerprint, permanent address, police verification report and profile of the health status of the employees.
45. The agency shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
46. Employment of child labour is strictly prohibited under the law. Therefore, the agency will not employ any child in the plant.
47. The Licensee shall be personally responsible for conduct and behavior of its staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the agency's staff shall be made good by the Licensee.
48. NIFTEM management will have 24-hour access to inspect the premises at any time for ensuring the cleanliness and hygienic conditions. Any defect pointed out by such officials during their visits shall be properly attended to by the Licensee.
49. Storing/Supply/Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus. Any breach of such restrictions by them will attract deterrent action against the Licensee as per statutory norms
50. The workers employed by the agency shall be directly under the supervision, control and employment of the Licensee and they shall have no connection whatsoever with NIFTEM. NIFTEM shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim

against NIFTEM for employment or regularization of their services by virtue of being employed by the Licensee against any temporary or permanent posts in NIFTEM.

51. The cleaning of outside Shop floor area, Stores, Staff Toilet, pilot plants Room shall be responsibility of the Licensee. Besides, the Licensee will ensure that proper disposal of food waste and will not be thrown in the campus or nearby area in any manner. In case, Licensee fails to maintain the required cleanliness all around the premises, the same will be ensured by deploying a dedicated housekeeping staff NIFTEM at their cost and for that Rs. 12000/- per month (lump sum) will be charged/ recovered. In case of partial, the partial charges will be charged. These rates will be the same, as being prescribed by Central Labour Commissioner.
52. Canvassing in any form will be viewed seriously and if any Agency is found to be resorting to such practices, the EOI of such firm will be rejected.

12 PERFORMANCE SECURITY:-

- i) The successful agency has to submit a Performance Security equivalent to 3 month's License fees in the form of DD. Until submission of Performance Security, the EMD amount will be retained, but in case of delay beyond one month, the EMD amount will be forfeited or adjusted against the performance security, as the case may be. However, in this regard, decision of the Competent Authority shall be final & binding.
- ii) Within 15 days of receipt of LoA, the licensee shall furnish performance security as specified in bidding document. The proceeds of the performance security shall be payable to the Institute as compensation for any loss resulting from the Licensee failure to complete its obligations under the Contract. Performance security shall be in one of the following forms of Bank guarantee issued by a Nationalized/Scheduled bank located in India or An Account Payee demand draft in favor of NIFTEM payable at Kundli, Sonapat.
- iii) **Release of performance Security/Security Deposit-** The Performance Security/Security Deposit equivalent to three months license fee will be taken within 30 days from the issue of LoA or will be deducted from EMD. The PNG security will be taken separately. The Performance Security/Security Deposit will be returned without interest, after 60 days on the completion of all contract obligations and handing over of all the equipments & plants in good & working condition.
- iv) **Handing over of Plants after completion of contract:** the licensee has to hand over the concerned Pilot Plants/Equipments, along with utilities, in working condition on the expiry of contract period to the designated Officer/Faculty or team. In case of any damage, suitable amount as decided will be deducted from the performance security. The other space including stores, office etc would require to be vacating within 07 days from the handing over of the Plants.

13 **PENALTY CLAUSE:-**

- 1) If agency or their employee found quarrelling, misbehaving with any officer, employee, students, visitors or involved in any anti social activity, besides penalty, appropriate action will be also taken against the agency.
- 2) The agency will ensure that their employees do not shout/ abuse /play loudly music on mobile or tape or radio or FM failing which attract penalty provisions.
- 3) In the case of repetition of any act, misconduct, heavy penalty and any other action as deemed proper will be taken against the Agency or guilty.

14. **COMPLIANCE OF MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT etc:-**

1. The Licensee will ensure the compliance of minimum wages to their staff, besides timely deduction/submission of ESI, EPF etc. contributions to the respective authority.
2. The Licensee shall be wholly responsible to provide all the benefits viz PF, ESI, Bonus, Gratuity, Leaves etc, to eligible personnel engaged and deployed by the Contractor.
3. Strict adherence of various applicable labour laws like Minimum Wages Act, Labour Act, ESI Act, EPF Act, Payment of Wages Act, The Workman Compensation Act, Contract Labour(Regulation and Abolition) Act 1970 or any other application Acts/Rules and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities. shall be the responsibility of the Licensee and he shall have to good loss, if any, suffered by NIFTEM on account of default in this regard by the agency. EPF/ESI contributions will be deposited by the agency in his EPF/ESI code No. in the respective account of workers.
4. In the event of violation of any contractual or statutory obligations by the licensee, he/she shall be responsible for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual or government authority due to the acts of the licensee, he/she shall be liable to make good /compensate such claims for damages to any individual, agency or government authority.
5. Licenseeshall abide by all laws of the land including labour laws (ESI, PF, Bonus, Income Tax, Service Tax or any other extra taxes levied by the Govt.) companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations of this region and also those Laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the Licenseeand it shall not involve NIFTEM in any way whatsoever.

15. **INSURANCE OF WORKERS:-**

The Licensee will be solely responsible for any liability for his manpower in respect of any

accident, injury arising out and in course of firm's deployment. To meet out the aforesaid obligation under the workmen Compensation Act, the agency may obtain W.C. Policy from the Insurance Company for the person employed by him for carrying out the work. The premium payable for the foresaid insurance policy shall be borne by the Licensee.

16. **SAFETY RULES:-**

- a. The Licensee shall have to comply with all the provisions of safety rules. The Institute may impose penalty, if any employee found working carelessly without proper protective equipment in unsafe condition. Against violation of any other clause, penalty per violation shall be levied. In case of repeated violation of serious nature resulting in serious accident or direct loss to the NIFTEM/threatens to cause severe consequences, heavy penalty will be imposed including termination of contract.
- b. The Licensee will ensure that all safety measure precautions are taken while running any electrical or mechanical equipment. The Licensee shall be responsible for any loss or damage due to carelessness.
- c. The Licensee shall be responsible for safety of their staff while on the job and the Institute shall not be responsible for payment of compensation for any accident occurring during the work. The licensee is required to equip their workman with all required safety equipment etc. The Institute will not be responsible for any injury partial or permanent, or any mis-happening or death at site due to accident or malfunctioning of the equipment or by negligence of the staff.
- d. No compensation shall be payable to the Licensee for any damage caused by natural calamity (Rains, storms, earthquakes and other calamity) during the execution of the work.
- e. The licensee shall be responsible for all NOCs like Electricity, Fire and others as applicable.

17. **NO CONDITIONAL BIDS SHALL BE ACCEPTED.**

18. **NO COUNTER CONDITIONS BY THE BIDDERS/AGENCIES SHALL NOT BE ACCEPTABLE**

19. **RIGHT OF ACCEPTANCE OF OFFER:-**

NIFTEM reserves the right to accept partly or reject any offer without assigning any reason thereof. NIFTEM does not pledge itself to accept the lowest or any other EOI and reserves to itself the right of acceptance of the whole or any part of the EOI or portion of the quantity offered and the licensee shall supply the same at the rate quoted.

20. **CANCELLATION/TERMINATION OF CONTRACT:-**

- a) The contract can be terminated either side by serving by 30 days notice.
- b) The Institute shall have the right to terminate the Contract, arising out of finalization of this EOI, in part or in full in any of the following circumstance :-
 - i) The Licensee is declared bankrupt or becomes insolvent.

- ii) As per decision of Arbitration/Tribunal.
- iii) When both parties mutually agree to terminate the contract.
- iv) If Licensee failed to clear outstanding amount within 30 days.
- v) The Institute reserves the right to cancel/short close the contract at any time by serving notice, in case of unsatisfactory performance, without assigning any reasons.

21. **FORCE MAJEURE:-**

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 30 days of its occurrence informs in a written form the other party. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

22. **STATUORY DEDUCTIONS:-**

Statutory deductions on account of Income Tax, Work Tax, GST, TDS etc. including surcharge shall be made at source from the bills of the agency at prevailing rates.

23. **RISK & COST:-**

In case of the Licensee fails to full fill the contractual obligations, it shall be without prejudice to the right of NIFTEM to recover any further amount or any liquidated and/or other damages.

24. **ARBITRATION CLAUSE:-**

- a) In case of any dispute between Agency and NIFTEM, arising out of or in relation to the contract or agreement, firstly both the parties will try to settle down amicably, failing which, it shall be referred to the arbitration of a sole arbitrator to be appointed by the Vice Chancellor, NIFTEM. The award of the said arbitrator shall be binding on both the parties. The seat of the arbitration shall be at Haryana territory. Without prejudice to right under any other clause of the contract, the NIFTEM, in the event of any breach of the conditions on the part of the licensee, shall cancel the contract and charge the licensee with any loss arising from such cancellation.
- b) Dispute if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator as appointed, as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under.
- c) All legal disputes shall be subject to jurisdiction of Sonepat / Chandigarh court only.

25. **IN ADDITIONS TO CLAUSES ABOVE:-**Other terms & conditions, which have not been mentioned in the EOI, can be added and the same will be mentioned in the LoA & Agreement. If

the licensee is not agreed with any terms, which has been included at later date, they may communicate in writing before accepting the offer. After acceptance, no protest will be considered.

(Registrar, NIFTEM)

ANNEXURE-I**EOI FORM (TECHNICAL BID)**

(To be submitted by the Agency on its letter-head)

All information should be filled and specified by page no. Proof to be attached

Name of the

Agency_____

Address_____

Sl. No.	Particulars	Status (Yes enclosed)	Page No. of Docs.
1.	Year of Incorporation :- (copy to be enclosed)		
2.	Address of Registered Office (Copy to be enclosed):-		
3.	Name of Proprietor/Authorized Person:-		
4.	Mobile No.:		
5.	Email ID:-		
6.	Type of Pilot Plant applied for :		
7.	Work Registration No.:- (Copy to be enclosed)		
8.	No. of Works:		
9.	Past Experience(In years)		
10.	Details of work carried out by the Bidders during last 03 years		
10.	PAN No. :- (Copy to be enclosed)		
11.	TAN No.:- (Copy to be enclosed)		
12.	GST Registration No (Copy to be enclosed)		
13.	No. of Staff on Roll		
14.	No. of Branch Offices		
15.	ESI Registration No.:- (Copy to be enclosed)		
16.	EPF Registration No.:- (Copy to be enclosed)		
17.	License No. under Contract Labour (R&A) Act:- (Copy to be enclosed)		
18.	Income Tax Return (ITR) for F.Y. 2018-19, 2019-20 and 2020-21 (Copy to be enclosed)		
19.	Annual Turnover for F.Y.:-2018-2019:-Rs. _____ 2019-2020:-Rs. _____ 2020-2021:-Rs. _____		
20.	Balance Sheet & Profit & Loss A/c for F.Y. 2018-19, 2019-20 and 2020-21:- (Copy to be enclosed)		
21.	FSSAI Certificate No.:- (Copy to be enclosed)		

22.	Proposal to use Pilot Plant/equipment and other accessories/utilities and details of products to be prepared. Name of major raw material/finish goods. Approximate quantity and other details. (Please use separate sheet)		
23.	Bank Details: Account Name: Name of the Account Holder(as printed at Bank): Bank Account No.: Bank's name: Bank Branch address: MICR No. : IFSC Code:		
24.	Addhar Card No. Enclose photocopy		
25.	Voter Card (Enclose Photocopy)		

EOIFee : Demand Drafts No. _____ amounting Rs. _____ dated _____
 _____ EMD: Demand Draft No. _____ amounting Rs. _____
 dated _____ Drawn on _____ are
 enclosed with Technical bid.

**Dated: -
Signature**

Name in Block letters _____

Name of the Agency _____

Address with stamp: _____

ANNEXURE- II

ACCEPTANCE OF THE BIDDER

Name of the Licensee.....

All the clauses of EOI document and terms and conditions enumerated in this form have been read by me/ us and are acceptable to me/ us.

**Dated: -
Signature**

Name in Block letters _____

Name of the bidder _____

Address with stamp: _____

UNDERTAKING

To,

**Registrar,
National Institute Of Food Technology Entrepreneurship and Management
Plot no 97, sector-56, HSIIDC Industrial Estate,
Kundli-131028,
District-Sonepat (Haryana)**

Sir,

- 1 I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the EOI documents and undertake to comply with them.
2. It is further certified that our firm has not been blacklisted by any agency in India or abroad.

Dated:

BIDDER

SIGNATURE OF THE

WITH SEAL

NAME OF THE BIDDER

WITH ADDRESS

PILOT PLANT FOR BAKERY FOOD PRODUCTS

LIST OF EQUIPMENTS & UTILITIES

S. No.	Particulars	Qty	Capacity	Total Cost In Rs.
1	Flour Sifter cum Siever	1	Storage Capacity: 100-200 kg/hr	173250
2	Spiral Mixer with Detachable & one extra bowl	1	Up to 200 kg/ hr. dough Capacity	735000
3	Bowl tilter with lifter	1	Lifting Capacity of Dough: up to 200 kg/hr	351750
4	Dough Divider	1	Dough Division Range:100 gm - 1000gm Capacity: 200-2000 pieces/hour	630000
5	Bun Divider	1	Dough Division Range: 30gm - 300 gm Division Capacity: 600-7000 pieces/hour	603750
6	Rounder for Bread/Rusk	1	Dough rounding range:100- 1000g Capacity: 200-2000 pieces/hour	304500
7	Intermediate proofer	1	Working capacity:200-2000 pcs/hour	525000
8	Dough Molder	1	200-2000pcs/ hr. Dough weight range:100- 1000g	294000
9	Final Proofer	1	Temp range : up to 40 degree Celsius and Rh up 90%	519750
10	High speed slicer	1	100-2000 pcs/hr.	299250
11	Rotary rack Gas & Electric oven	1	Single Trolley 25shelves (50 tray) Temp. Range:Up to 250degree celcius	577500
12	Planetary mixer with batter lifting pump	1	Batter handling capacity up to 150kg/hr	367500
13	Cake depositor having 6 dropping points	1	Batter handling capacity :up to 150 kg/hr Weight range: 50-500g	656250
14	Cookies wire cut & dropping machine	1	Up to150kg/hr.	682500
15	Dough Sheeter & cutting system	1	Minimum thickness up to 1mm (minimum) Dough loading capacity :up to 150 kg/hr.	472500
16	Bread Stick Machine Imported/Indian	1	Production Capacity: 25-50 kg/hr. (Thickness: 5- 30 mm)	262500

17	Croissant molding	1	2000pcs/Hour	315000
18	Multi filling cookies	1	25-40kg/hour	1207500
19	Center Filling Machine/Injector moulding.	1	05-50kg/hour	262500
20	Donut machine with fryer	1	approx 440 PCS/hour	577500
21	Cream Cooker	1	30 lts/Hour	210000
22	Water chiller	1	Capacity: 5000litre Chiller capacity: 110 LITRE/hr	189000
23	Water Dozer	1	50Litre/hour	84000
24	Walk óin- Cold Room	1	2.5 m x2.5 m x2.5 m	493500
25	Packaging Machine	1	30-80 pouch/min/Depends upon size & feeding.	630000
26	Fully automatic Horizontal flow wrap machine	1	30-80 pouch/min/Depends upon size & feeding.	630000
27	Tray & Moulds	297		244791
	G.Total			12298791

ANNEXURE-V

FINANCIAL BID

Name of Agency í

Addressí í

SNo.	Name of Pilot Plant	Equipment name or Complete pilot plant	Minimum reserved rate of license fee of pilot Plant /equipments' cost of the line	Yearly license feein INR(to be paid 12 equal monthly installments) for Pilot Plant/equipment (to be quoted by bidder in %)
01	Bakery Pilot Plant		10 % per annum	

Note:

1. GST on above license fee shall be payable extra as per applicable rate.GST shall also be payable on security amount and advance license fee.
2. The cost of equipments is tentative and in case of any inadvertent mistake, the actual cost will be taken for calculation of license fee.
3. The agency has to take all the equipment of concerned processing line.
4. Please download the above financial bid and fill up your quotes in % of Pilot Plant/Equipment. Thereafter putting your signatures with stamp and please upload it on CPP Portal as financial bid. Those who are applying offline mode, are required to submit along with EOI in a separate envelop (sealed) as financial bid.

**Signature of the bidder
with Stamp**

License Agreement

This licence agreement is executed on this ____ day of _____, 2020 for and on behalf of National Institute of Food Technology Entrepreneurship and Management (NIFTEM), a Society registered under Indian Society Act and a Deemed to be University under Section 3 of the UGC Act, 1956 and an autonomous institute under Ministry of Food Processing Industries, GOI (herein after called the Institute) through its Registrar on the first part;

AND

_____ (please mention particulars of the licensee) _____ ,
hereinafter called the licensee, on the second part;

Whereas the Institute has set up pilot plants for training to the students and entrepreneurs and these are ready to use.

And whereas the Institute has invited bid from the prospective licensees to operate the pilot plants.

And whereas the licensee has been found successful bidder and it has been decided by the institute to give him the license for operation and maintenance of the pilot plants as per schedule annexed hereto called as "Equipments".

And whereas the licensee agrees to take license from the Institute subject to terms of this license agreement,

Now, therefore, this license agreement witnesses as under: -

1. SCOPE OF WORK:-

- 1) The Institute has agreed to provide the shop floor of particular pilot plant or specific equipment/machine on the requirement on monthly license fee as specified hereunder.
- 2) Beside above pilot plant facilities, the Institute has warehouse, office space, water availability, electricity with power backup, steam, refrigeration, road, parking etc facilities on chargeable basis.
- 3) The Institute may also provide incubation facility, technical support, reliable testing, product study, research, process-technique development and standardization through consultancy or faculty & students involvement.
- 4) The Institute has housekeeping, security etc through outsourced agency.

- 5) The Institute is also having ETP, RO Water, and STP facility which shall be provided on chargeable basis.
- 6) The Institute may also provide students to extend support under industrial training programme or part of their curriculum.
- 7) The Institute has commercial PNG Gas connection/supply

2. PERIOD: The Institute shall take the equipment for its use. Initially the license will be given for a period of one year. The period of license may be renewed for additional one year on such terms and conditions as may be agreed upon by and between the parties hereto.

3. LICENSE FEE: In consideration of the above, the Licensee" who is a successful bidder/processor is hereby granted the license as a food business operator by the "Institute" on a monthly license fee of Rs -----.

The Licensee shall deposit advance licensing fee for 3 months at the prescribed rate and also security deposit equivalent to the 3 months Licensing fee in the form of bank guarantee/DD towards security of the equipment. Such amount shall be deposited with the institute before taking the possession of the Pilot Plants for operation. No extension shall be allowed for this purpose.

The security deposit will be refunded after expiry of license agreement but in case of any outstanding at the time of termination of license, the same will be adjusted.

The monthly license fees shall be paid by the licensee along with the applicable taxes before 10th of the month. No part payment shall be accepted by INSTITUTE. The licensee shall be liable to pay a penalty @10% of the license fees, if paid after 10th but before 20th of the month and under no circumstances it can be delayed beyond the 20th of the month... It will be treated as violation of the license agreement and can lead to termination of the license agreement.

The license fee including GST or any other levy of the Government shall be deposited either through cheque/DD/NEFT.

In case of extension beyond 1 year, license fee can be increased appropriately with mutual consent. In this regard, decision of the Institute shall be final.

- 1) The electricity, water, and PNG charges shall be applicable over and above the amount of license fee. The charges for electricity, power back up and water shall be the same, as being charged by Institute on other vendors. Presently, electricity

charges as per Govt. rates and Rs. 20.00 per unit for DG backup. Water charges shall be same as being charged by HSIIDC. GST will also be charged as applicable.

Licensee has to deposit Rs. 1,00,000/- as separate security towards PNG supply as security, which has already been deposited by the Institute. The connection charges and other installations have to be borne by the licensee itself. Besides, the licensee has to assure/undertake that they will make timely payment of PNG use against the bills, otherwise, same will be recovered from the above security and PNG connections will be disconnected.

The Licensee will be responsible for ensuring the supply of requisite essentials such as fuel, refrigerant, packaging material and other necessary needs for producing the products. However, the Institute will arrange the supply of electricity, water and CNG on the actual cost and applicable taxes basis. However, if there is any failure to supply the electricity, water and gas which is beyond the control of institute, the Licensee shall not claim any damages from the Institute for such failure.

It is expressly understood by the parties hereto that time shall be the essence of this Agreement, in so far as it relates to the obligations or commitments of the Licensee.

4. **WARRANTIES:** The Institute shall not be responsible for any repairs, service or defects in the Equipment or the operation thereof. However, the Institute agrees that Licensee shall be entitled to the benefits of the manufacturer's warranties in respect of the Equipment.

5. **TITLE, IDENTIFICATION, and INSTITUTESHIP OF EQUIPMENT:** No right, title or interest in the Equipment shall pass to Licensee by virtue of these presents. Conditioned upon Licensee's compliance with and fulfillment of the term of conditions of this Agreement, the Licensee shall have the right to have and retain possession and use of the Equipment for the full term of license including the extended term if agreed to. Institute may require plates or makings to be affixed to or placed on the Equipment, indicating Licensee's interests therein. Institute and Licensee hereby confirm that their intent is that the Equipment shall at all times remain the property of the Institute.

Licensee also agrees and undertakes not to sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Equipment, or to remove except for the purposes of repairs with prior intimation to the Institute the Equipment from the factory or office site where originally put to use or allow any third person to use the equipment without the prior consent of the Institute in writing.

6. INDEMNITY:Licensee agrees to comply with all laws, regulations and orders relating to the possession, operation, and use of the Equipment and assumes all risks and liabilities arising from or pertaining to the possession, operation or use of the Equipment. Licensee does hereby agree to indemnify and keep indemnified and hold safe and harmless the Institute from and covenants and undertakes to defend Institute against any and all claims, costs, expenses, damages and liabilities whether civil or criminal, of any nature whatsoever, arising from or pertaining to the use, possession, operation or transportation of the Equipment. Any fees, taxes or other lawful charges paid by Institute upon failure of Licensee to make such payments, shall become immediately due from Licensee to make such payments, shall become immediately due from Licensee to Institute. Licensee further covenants and undertakes to indemnify and keep indemnified the Institute against loss of Equipment by seizure by any person other than the Institute for any reason whatsoever, or resulting from any form of legal process initiated by any person other than the Institute, provided that such indemnity shall not cover such loss as arises out of any neglect or default on the part of the Institute. Licensee further agrees to indemnify and keep indemnified the Institute against all risks and liabilities whether civil or criminal, arising from the possession, use, operation or storage of the Equipment and for injuries or deaths of persons or damage to property arising from the above.

7. USE, INSPECTION:Licensee will cause the Equipment to be operated in accordance with manufacturers' manuals or instructions, if any, and in so far as applicable by competent and duly qualified personnel only and in accordance with applicable Government regulations, if any, and for business purposes only. Institute shall have the right from time to time during the normal business hours on any working day to enter upon Licensee's premises or elsewhere after prior notice for the purpose of confirming the existence, condition and proper maintenance of the Equipment.

License shall allow the students and faculty to use the processing facilities as per their requirements. The Institute shall have the right to conduct skill Development Trainings on the Equipments under License as per their requirement. There will be no restriction for the official visitors of the institute to visit the premise even during the license period.

8. REPAIRS, LOSS AND DAMAGE: During the term of the License and any renewal thereof, Licensee, at its own cost and expenses will keep all Equipments in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required thereof. All such parts, mechanisms and devices shall immediately be deemed part of the Equipment for all purposes hereof and shall become the property of the Institute. In the event, any item of Equipment is lost, stolen or destroyed or damaged beyond repair for any reason, Licensee shall promptly pay the cost of the equipment to Institute, whereupon Institute will transfer to

Licensee, without recourse of warranty, all of Institute's right, title and interest, if any, in such items.

9. INSURANCE: Licensee shall obtain and maintain for the entire term of this Agreement at its own expense, comprehensive insurance against loss or destruction or damage to the Equipment including without limitations destruction or loss by fire, theft and such other risks or loss as are customarily insured against on the type of Equipment licensed hereunder and by businesses in which Licensee is engaged and in such amounts as shall be satisfactory to Institute, provided however that the amount of insurance against loss or destruction or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the installments of licensefee then remaining unpaid hereunder plus any renewal options entered into pursuant to this Agreement.

For the insurance of the plant and machinery in the name of INSTITUTE for the amount equivalent to the cost of installed machinery, Licensee will deposit the insurance premium amount to the institute to obtain the insurance policy. Each insurance policy will name Licensee as insured and note Institute's (and its Bankers') interests as loss payee. Licensee shall furnish to Institute a certificate of insurance or other satisfactory evidence that such insurance coverage is in effect.

10. Quality & Hygiene To Be Maintained By The Licensee:-

- The Licensee will obtain proper FSSAI License or FSSAI Registration, whatever applicable for each product as requirement.
- The licensee shall procure food articles raw-material & print packaging material of good quality as per the standard specified by FSSAI.
- The Licensee shall ensure daily removal of garbage from the premises to designated area. However, before the garbage is taken out for disposal, the Institute's Security Supervisor is required to check it physically in order to ensure that the material being disposed does not contain any useful items.
- It shall be compulsory for the Licensee to take the following hygiene and cleaning measures :
 - (a) Cleaning the pilot plant including the store-room twice a day,
 - (b) Soaking the vessels in hot water at the end of the day,
 - (c) Pot & utensils
 - (d) Thorough cleaning of refrigerators, water coolers once a week,
 - (e) Periodic spraying of insecticides,
 - (f) To ensure good food quality & maintain latest standards of health & hygiene (as specified under schedule IV by FSSAI)

(h) Thorough cleaning of wash basins with detergent at the end of the day. In case of failure, the licensee will be liable for legal actions as per the various Act(s), applicable in this respect.

11. FURTHER ASSURANCE:

- i. Licensee will not be allowed to display the name of his/her organization in the premises on INSTITUTE pilot plants. The Licensee shall not be allowed to sub-license any facility of the Pilot Plants.
- ii. The licensee shall not engage the services of any sub-licensee or transfer the agreement to any other person. If, it is found at any time, the INSTITUTE has right to terminate the agreement and to forfeit all security deposits.
- iii. INSTITUTE shall be entitled to take over possession of the premises after expiry of _____. Notice with no further correspondence. However, any case of default will be pointed out in writing to the licensee as and when it comes to the notice to enable the licensee to correct and rectify the mistake.
- iv. The licensee will only occupy the earmarked area in the institute.
- v. The licensee shall make good property for all damage/loss which may be caused by any act or default of the Licensee, his agents or servants or workers to any property of the Institute. INSTITUTE reserves the right to make the property good for the damage or loss by charging all the expenses from licensee with the expenses.
- vi. The staff should be issued Identity Cards bearing photographs. The licensee shall also provide Uniforms and shoes to their employees and shall ensure that they wear them all times and maintain them properly. The staff working in plant shall wear separate footwear, while working to maintain safety standards.
- vii. The Licensee shall not use the allotted place/premises for any other activity except for the purpose for which it has been provided for.
- viii. INSTITUTE shall not provide any consumable or non-consumable items including raw materials at the pilot plant for the purpose of product development.
- ix. Licensee shall maintain the equipments provided by the INSTITUTE in good working condition and would be responsible for damages caused. He will carry out the repairs without any delay to avoid interruption in services and cost of repairs shall be borne fully by the licensee. On termination of agreement, licensee will hand over all such equipments/articles in good working condition to INSTITUTE.
- x. Use of cigarette, bidi, pan, alcohol etc. is banned in the pilot plant and in the INSTITUTE premises, if anyone is found indulged in these activities, the person shall be asked to leave the campus immediately and the Licensee shall be liable to lose the agreement for breach of this condition. The Licensee shall undertake that any act of omission or commission including theft, by his/her staff shall be his/her sole responsibility and further that he//she would compensate the loss thereof.
- xi. Inform the Institute immediately for any loss or damage or theft occurring on account of his/her staff individually or collectively.

- xii.** The licensee shall ensure and take all safety measures (including fire) in the Pilot Plant. He will also keep a First-Aid Box for the persons deployed in Plant.
- xiii.** If at any stage, it has been found that electricity, water or other resources have been misused, the Licensee will be fined appropriately.
- xiv.** The Licensee has to make its own arrangement for stay of the workforce at nearby area as the Institute is not having any such facility.
- xv.** The bidders have to arrange their own emergency lights, loader, rat trapper, gas cylinders, fuel and any other recurring items.
- xvi.** INSTITUTE reserves the right to call upon the Licensee to remove any person employed working in the INSTITUTE, if found unsuitable for services because of hygiene or health or conduct or any other administrative reasons. INSTITUTE reserves the rights to disallow the person not having the identity card.
- xvii.** In case of interpretation, modification and any alteration with respect to terms & conditions, the licensee & INSTITUTE will jointly look into such aspect and the decision of the INSTITUTE will be final and binding on licensee.
- xviii.** The Licensee will, prior to the commencement of the operation of agreement, make available to INSTITUTE the particulars of all the employees who will be deployed at the Institute's premises for running the plant. Such particulars, inter alia should include age/date of birth, photo, fingerprint, permanent address, police verification report and profile of the health status of the employees.
- xix.** The Licensee shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- xx.** Employment of child labour is strictly prohibited under the law. Therefore, the Licensee will not employ any child in the mess.
- xxi.** The Licensee shall be personally responsible for conduct and behavior of its staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the Licensee's staff shall be made good by the Licensee.
- xxii.** INSTITUTE management will have 24-hour access to inspect the premises at any time for ensuring the cleanliness and hygienic conditions. Any defect pointed out by such officials during their visits shall be properly attended to by the Licensee.
- xxiii.** Storing/Supply/Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus. Any breach of such restrictions by them will attract deterrent action against the Licensee as per statutory norms.
- xxiv.** The workers employed by the Licensee shall be directly under the supervision, control and employment of the Licensee and they shall have no connection whatsoever with INSTITUTE. INSTITUTE shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against INSTITUTE for employment or regularization of their services by virtue of being employed by Licensee against any temporary or permanent posts in INSTITUTE.
- xxv.** The cleaning of Stores, staff Toilet, pilot plants Room shall be responsibility of the Licensee. Besides, the Licensee will ensure proper disposal of food waste and not be thrown in the campus or nearby area in any manner. In case, Licensee has not deployed

a dedicated housekeeping staff, the same will be carried out by INSTITUTE housekeeping staff and for that minimum Rs. 12000/- pm will be charged/recovered from the licensee. This will be revised from time to time.

xxvi. During the term of this Agreement, Licensee shall provide if so asked for by Institute annual audited accounts of the Licensee.

xxvii. Licensee further irrevocably stipulates that at no time during the period of this license agreement will the Licensee attempt to capitalize the licensed asset on Licensee's balance sheet and Licensee and Institute irrevocably agree that ownership of the Equipment during the tenure of the license as specified herein and inclusive of any renewal options that the parties hereto may concur to indisputably vests with the Institute..

12. Penalty Clause:-

- 1) If Licensee or their employee found quarrelling, misbehaving with any officer, employee, students, visitors or involved in any anti social activity, besides penalty, appropriate action will be also taken against the Licensee.
- 2) The Licensee will ensure that their employees do not shout/abuse/play loudly music on mobile or tape of radio or FM failing which attract penalty provisions.
- 3) In the case of repetition of any act, misconduct, heavy penalty and any other action as deemed proper will be taken against the Licensee for guilty.

13. Compliance of Minimum Wages Act/Insurance Act/EPF Act etc:-

1. The Licensee will ensure the compliance of minimum wages to their staff, besides timely deduction/submission of ESI, EPF etc. contributions to the respective authority.
2. The Licensee shall be wholly responsible to provide all the benefits viz PF, ESI, Bonus, Gratuity, Leave etc, to eligible personnel engaged and deployed by the Agreementor.
3. Strict adherence of various applicable labour laws like Minimum Wages Act, Labour Act, ESI Act, EPF Act, Payment of wages Act, The Workman Compensation Act, Agreement Labour (Regulation and Abolition) Act 1970 or any other application Acts/Rules and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities. Shall be the responsibility of the Licensee and he shall have to make good loss, if any, suffered by INSTITUTE on account of default in this regard by the agency. EPF/ESI contributions will be deposited by the Licensee in his EPF/ESI code No. in the respective account of workers.
4. In the event of violation of any agreement or statutory obligations by the licensee, he/she shall be responsible for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual or government authority due to the acts of the licensee, he/she shall be liable to make good/compensate such claims for damages to any individual, Licensee or government authority.

14. Insurance of Workers:-

The Licensee will be solely responsible for any liability for his manpower in respect of any accident, injury arising out and in course of firm's deployment. To meet out the aforesaid

obligation under the workmen Compensation Act, the Licensee may obtain W.C. Policy from the Insurance Company for the person employed by him for carrying out the work. The premium payable for the foresaid insurance policy shall be borne by the Licensee.

15. Safety Rules:-

- a. The Licensee shall have to comply with all the provisions of safety rules. The Institute may impose penalty, if any employee found working carelessly without proper protective equipment in unsafe condition. Against violation of any other clause, penalty per violation shall be levied. In case of repeated violation of serious nature resulting in serious accident or direct loss to the INSTITUTE/threatens to cause severe consequences, heavy penalty will be imposed including termination of agreement.
- b. The Licensee will ensure that all safety measure precautions are taken while running any electrical or mechanical equipment. The Licensee shall be responsible for any loss or damage due to carelessness.
- c. The Licensee shall be responsible for safety of their staff while on the job and the Institute shall not be responsible for payment of compensation for any accident occurring during the work. The licensee is required to equip their workman with all required safety equipment etc. The Institute will not be responsible for any injury partial or permanent, or any mis-happening or death at site due to accident or malfunctioning of the equipment or by negligence of the staff.
- d. No compensation shall be payable to the Licensee for any damage caused by natural calamity (Rains, storms, earthquakes and other calamity) during the execution of the work.

16. Cancellation/Termination of Agreement:-

- a) The agreement can be terminated either side by serving a ___ days' notice.
- b) The Institute shall have the right to terminate the Agreement, arising out of finalization of this EOI, in part or in full in any of the following circumstance:-
 - i) The Licensee is declared bankrupt or becomes insolvent.
 - ii) As per decision of Arbitration/Tribunal.
 - iii) When both parties mutually agree to terminate the agreement.
 - iv) If Licensee failed to clear outstanding amount within 30 days.
 - v) In the event of any breach of the conditions on the part of the licensee, the Institute may cancel the agreement and charge the licensee with any loss arising from such cancellation.
 - vi) The Institute reserves the right to cancel/short close the agreement at any time by serving notice, in case of unsatisfactory performance, without assigning any reasons.

17. Force Majeure:-

Should any force majeure circumstances arise, each of the agreementing party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its agreement obligations, if the affected party within 30 days of its occurrence informs in a written form to

the other party. Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

18. Statutory Deductions:-

Statutory deductions on account of Income Tax, Work Tax, Goods & Service Tax, TDS etc. including surcharge shall be made at source from the bills of the Licensee at prevailing rates.

19. Risk & Cost:-

In case of the Licensee fails to full fill the agreement obligations, it shall be without prejudice to the right of INSTITUTE to recover any further amount or any liquidated and/or other damages.

20. Arbitration:-

- a) In case of any dispute between Licensee and INSTITUTE, arising out of or in relation to the agreement, effort shall be made by the parties to settle the dispute by mutual discussion failing which the dispute shall be referred to a sole arbitrator to be appointed by the Vice Chancellor of the INSTITUTE. The award of the said arbitrator shall be final and binding on both the parties. The seat of the arbitration shall be at Haryana territory.
- b) Dispute between the parties, as noted above shall be decided in terms of the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended up to date and rules framed thereunder.
- c) All legal disputes shall be subject to jurisdiction of Sonapat/Chandigarh courts only.

21. SURRENDER: Upon expiration or earlier termination of the license, Licensee will hand over all the assets and belongings of INSTITUTE in the good working condition and shall compensate the institute for any damage or loss of the equipments of the Pilot Plants.

22. EVENTS OF DEFAULT: An event of default shall occur hereunder if Licensee:

- a. fails to pay any installment of license fee or part thereof or other payment required hereunder when due and such failure continues for a period of 10 days after written notice is sent from Institute; or
- b. fails to perform or observe any other covenant condition or agreement to be performed or observed by it hereunder or breaches any representation or provision contained herein or in any other document furnished to the Institute in connection herewith and such failure or breach continues unremedied for a period of ten days (if such breach is capable of being remedied within ten days) after written notice is sent from the Institute; or

- c. without Institute's consent, attempts to remove (except for repairs), sell, transfer, encumber, part with possession or sublet any item of Equipment; or
- d. shall commit an act of bankruptcy or become insolvent or bankrupt or make an assignment for the benefit of creditors, or consent to the appointment of a Trustee or Receiver or either shall be appointed for Licensee or for substantial part of its property without its consent, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Licensee; or
- e. shall suffer an adverse material change in the financial condition from the date hereof, and as a result thereof Institute deems itself or any of its equipment to be insecure; or
- f. shall be in default under any other agreement at any time executed with Institute.

23. WAIVER: Any expressed or implied waiver by the Institute of any default shall not constitute a waiver of any other default by Licensee or a waiver of any of Institute's right. All original rights and powers of the Institute under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof, by the Licensee of this Agreement shall not be deemed as waiver of any continuing or recurring breach by the Licensee of this Agreement.

24. NOTICES: Any notices or demands required to be given herein shall be given to the parties hereto in writing and by registered/speed post or by hand delivery at the address herein set forth or to such other addresses as the parties hereto may hereafter substitute by written notice given in the manner prescribed herein above.

25. This Agreement and other agreements executed between the parties hereto pursuant to this Agreement cannot be cancelled or terminated except as expressly provided herein. Licensee hereby agrees that Licensee's obligations to pay all license fee and any other amounts owing hereunder shall be absolute and unconditional.

26. This Agreement cannot be amended except in writing by mutual consent and shall be binding upon and to the benefit of the parties hereto, their permitted successors and assigns. The notice inviting EOI, bid document, award of work and any other communication between the parties herein before the award of the documents shall be deemed to be part and parcel of this agreement.

27. This Agreement will be effective from _____.

28. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

29. By execution hereof, the signatory hereby certifies that he has read this Agreement, including the Schedule hereto and that he is duly authorized to execute this Agreement on behalf of the Licensee/ Institute, as the case may be

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be executed in duplicate on the date mentioned hereinabove by its duly authorized officers.

Signed for and on behalf of:

For.....

In the presence of:

Witness No. 1

Witness No. 2

Signed for and on behalf of:

For.....

In the presence of:

Witness No. 1

Witness No. 2