



THE ADMINISTRATION OF UNION TERRITORY OF LADAKH

DIRECTORATE OF HORTICULTURE LADAKH

(Tele- Camp Office Leh 01982-258992 HQ-Kargil-194103 Email Id: dirhortiladakh@gmail.com)

Ref.No.e-NIT No. 01/DHL/2022

Dated: 27.05.2022

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

Online EOI is invited in Two Bid System from interested entrepreneurs, industry persons, food processors, farmers, self help groups, farmer producer organizations, start-ups, MSME units etc. for running of DRDO-UT Apricot Processing Pilot Plant on license basis for research, product development and commercialization "as is where is basis" in the premises of Model Orchard cum Nursery Nimoo, Leh Ladakh (approx 35 km from Leh town). The EOI document along with the term of reference (TOR), terms and condition set can be accessed/downloaded from the website <http://tenders.ladakh.gov.in>

| EOI No. | Name of the Work |
|-----------------------|--|
| e-NIT No. 01/DHL/2022 | EOI for running of DRDO-UT Apricot Processing Pilot Plant on yearly license basis at Nimoo, Leh Ladakh |

Important dates

| PARTICULARS | DATE | TIME | Remarks |
|---------------------------------------|--|---------|---|
| Issue/Publish/Upload of EOI Documents | 27.05.2022 | 05.00PM | All the applicants are eligible for presentation round. |
| Pre-bid Meeting Date & Time | 03.06.2022 | 11.00AM | |
| Bid submission Start Date & Time | 06.06.2022 | 04.00PM | |
| Bid Submission End Date & Time | 18.06.2022 | 02.00PM | |
| Technical Bid Opening Date & Time | 20.06.2022 | 03.00PM | |
| 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

| FEEPARTICULARS | AMOUNT |
|---|------------------------------|
| EOI Processing Fees (non-refundable) | Rs.1,180/-(Inclusive of GST) |
| Earnest Money Deposit (EMD)/ CDR (Refundable) | Rs. 8,00,000/- |

Online Mode: Interested bidders may submit their online bid through <http://tenders.ladakh.gov.in> but the technical details along with EOI fee, EMD/CDR & other documents must be sent through Speed Post/Courier, so as to reach office of Chief Horticulture Office Skampari, Leh on or before last date. Financial bid should not be enclosed and only uploaded at <http://tenders.ladakh.gov.in> All the interested bidders are advised that the Pilot Plant /facility is available "as is where is basis" and therefore, they are

EOI for Running of Apricot Processing

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advised to visit the site on any working day to see the plant and other facilities before submitting their bids. In this regards, they may contact Shri Tsewang Phunchok, Chief Horticulture Officer, Leh, UT Ladakh on his Mobile No.9419176547 or email id horticultureleh@gmail.com

Intending bidders may also obtain copy of EOI document containing commercial conditions along with details by downloading EOI document from the website <http://tenders.ladakh.gov.in>. The Pre-bid meeting will be held in the office of Director Horticulture, UT Ladakh, Camp Office Leh, Agling, Leh Ladakh to clarify doubts (if any), as per above schedule, Corrigendum/ addendum, if any ,to these would only appear on the <http://tenders.ladakh.gov.in>

1. BUSINESS MODEL

The DRDO-UT Apricot Processing Pilot Plant, Nimoo will be operated and maintained under Government Owned Contractor Operated (GOCO) model. Tender are invited from interested individual/agency for running of the Plant.

2. TERMS OF REFERENCE:

1. UT Ladakh shall license the operation and maintenance of the Apricot Processing Pilot Plant to a person/firm on competitive technical & financial bid basis. The bidder shall give a presentation before the committee designated by UT Ladakh about the experience, financial viability and vision about the operation and improvement of the pilot plant. UT Ladakh shall issue Letter of Award to the successful bidder and the bidder shall take the possession of all the pilot plant 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 the above pilot plant. UT Ladakh will charge license fee on yearly basis. The yearly license fees shall be paid by the licensee along with the applicable taxes before 10th August every year. No part payment shall be accepted by UT Ladakh. The licensee shall be liable to pay penalty @ 2.0% per month of the balance payment if paid before 30th August and under no circumstances it can be delayed beyond the 30th August. 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 UT Ladakh.
4. The processor shall deposit advance licensing fee for one year at the prescribed rate and also security deposit equivalent to the one year in the form of bank guarantee/DD shall be obtained for the security of equipment. Such amount shall be deposited with UT Ladakh 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 the 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 Pilot plant.
6. Initially the license will be given for a period of three year which may be renewed for additional three 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 UT Ladakh for the amount equivalent to the 10 percent cost of installed machinery, licensee will deposit the insurance premium amount to UT Ladakh to obtain the insurance policy.
8. UT Ladakh is of the opinion that at least 0.1% of the cost of machinery should be the base value for the financial bid per year and the equipment/line will be allotted for a shift and normal shift timings

will be from 09:00 to 17:00 hrs. However, during the apricot (August)/ seabuckthorn (September) harvesting season timing will be from 08:00 hrs to 22:00 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.

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 UT Ladakh.
11. Licensee shall allow officials of Horticulture Department, UT Ladakh / DRDO to use the processing facilities for training or exposure purpose as per their requirements. The licensee will be informed well in advance for the same.
12. There will be no restriction for the official visitors of DRDO and UT Ladakh to visit the premise even during the license agreement. However DRDO and UT Ladakh will follow all the guidelines of safety and hygiene as per the systems established by the licensee.
13. 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 UT Ladakh will arrange the supply of electricity and water on the actual cost basis. However, if there is any failure to supply the electricity and water which is beyond the control of UT Ladakh, the licensee shall not claim any damages from the UT Ladakh for such failure.
14. 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 UT Ladakh staff.
15. UT Ladakh 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.
16. 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 UT Ladakh 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 UT Ladakh.
17. The Licensee shall be responsible for disposal and management of all waste and effluent as per the Pollution Control Board's regulation and inform UT Ladakh about the same. The licensee shall be liable for any penalty or fine is levied by any authority for such violation and UT Ladakh 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.
18. The licensee shall maintain at a location acceptable to UT Ladakh, the pilot plant operating logs, records, reports, document the operation and maintenance of the facility in all forms and substance sufficient to meet UT Ladakh reporting requirement under this agreement.
19. The licensee shall be working within the demarcated floor area only. The licensee may approach to the UT Ladakh for additional floor area which shall be given by UT Ladakh on payment of the approved charges.
20. UT Ladakh shall provide the vendor available manuals, project data books and drawings which are provided to UT Ladakh by the OEM or licensee responsible for construction, installation, repair or maintenance of the Pilot Plant or a part thereof.
21. The licensee shall give an undertaking of making only good quality products safe for human consumption.

22. The licensee shall give an undertaking to process of more than 25 MT fresh apricot and 25 MT Seabuckthorn per year.
23. The licensee shall market the products manufactured in the Plant under the brand name decided by UT Ladakh.
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 UT Ladakh in the good working condition and shall compensate UT Ladakh 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 a sole arbitrator to be appointed by the Secretary, Horticulture, UT Ladakh. The award of the said arbitrator shall be binding on both the parties. The venue and seat of arbitration shall be office of Secretary, Horticulture, UT Ladakh only.
28. The agency will have to get registered as lease/rent deeds with the office of the Assistant Commissioner Revenue, Leh Ladakh as per the govt. regulation. Registration fee will be paid by the licensee.

3. BRIEF DETAILS OF PILOT PLANTS:

Objectives

- (a) Serve as Business incubation center for budding entrepreneurs from both large scale industries as well as medium, small and micro enterprises.
- (b) Integrated post-harvest management of locally grown apricots
- (c) Development of apricot-based value added products
- (d) Process lines of varying capacities to cater to the needs of the different sectors of the fruit-based industry (large, medium, small and micro enterprises).
- (e) Provide training to the local entrepreneurs and the industry personnel and the facility to work and conduct research in an operating production facility

Facilities available in the Apricot Processing Plant along with capacity:

A. Sorting and grading line (500 kg/hr)

- Fruit inspection system
- Size grader
- Air dryer with conveyor for removing surface moisture from the washed material
- Control panel

B. Pre-processing line for fresh fruit (200 kg/hr)

- Fruit cutting/ dicing/ cubing machine
- Blancher
- Belt type blancher
- Post blanching cooler
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C. Dehydration of fruit (200 kg/batch)

- Sugar syrup preparation system (steam jacketed)
- Double jacketed filtration machine
- Vacuum impregnated re-circulated system
- Hot air dryer
- Vacuum tray dryer
- Solar dryer

- Semi automatic weight filler
- D. Pulp, puree, jam, RTS beverage line (200 kg/batch)**
 - Fruit cruising machine
 - Cooking evaporator
 - Fruit pulper
 - Helicoidal juice extractor
 - Homoginizer
 - Pasteurizer
 - Chilling tank
 - Viscous paste filling machine
 - Screw transfer pump
- E. Fruit canning line**
 - Tin filling machine
 - Can body reformer
 - Can body flanger
 - Can body beader
 - Can seamer
 - Can lid embossing machine
 - Empty can sterilizer/ washer
 - Straight line exhaust box
 - Can retort sterilizer (min 100 cans/batch)
 - Portable gantry with electric hoist
- F. Oil extraction from apricot seed (100 kg/hr)**
 - Apricot seed shell peeler/ kernel cracking machine (100 kg/hr)
 - Cold press oil extraction machine (100 kg/hr)
 - Apricot seed oil refining plant (100 LPH)
- G. Cold store room (5 MT, 2-10°C)**
- H. Blow molding machine (2 head, 100-2000 ml PET bottle)**
- I. Diesel generator (200 KVA)**
- J. Effluent treatment plant (15 KLD)**
- K. Boiler (600 kg/hr)**
- L. Water purification plant (RO) (1000 LPH)**

List of apricot based products that can be developed in the Plant with available facilities:

- (a) Fresh packed apricots
- (b) Dehydrated apricots
- (c) Apricot pulp & puree
- (d) Jam
- (e) Apricot beverage
- (f) Apricot oil

5. 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 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, 2021 (F.Y. 2018-19, 2019-20 & 2020-21).
- 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 should have two or more year prior experience in processing of apricot/ Seabuckthorn (more than 25 MT/year) having FSSAI licence.

- e. The individual/agency should have minimum two years prior experience in working in high altitude (above 9000 ft am sl).
- f. The individual/agency may have qualified or experienced person to work on the idea. The bio-data of such person(s) may be included.
- g. The individual/agency should have PAN, AADHAR CARD, and Address proof.
- h. EOI Fee and EMD are essential requirement for pre-qualification.

6. EMD:

The individual/Agency is required to submit a EMD/CDR of Rs.8,00,000/- (Rupees Eight Lakh only) with EOI (Refundable) for running of Pilot Plant/facilities in the form of demand draft in favour of Chief Horticulture Officer, Leh payable at Jammu and Kashmir Bank, Main Branch Leh (Bank IFSC: JAKA0PRIEST).

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

7. 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 Chief Horticulture Officer, Leh payable at Jammu and Kashmir Bank, Main Branch Leh (Bank IFSC: JAKA0PRIEST), which will be nonrefundable. The EOI fee as well as EMD/CDR will only be accepted in the form of demand draft and not any other mode. Bids without EOI fee and EMD/CDR will be rejected summarily.

8. PRE-BIDMEETING:

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 UT Ladakh, the same will be placed only on website <http://tenders.ladakh.gov.in> and shall not be advertised in the newspapers. Therefore all the bidders are advised to visit the 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, UT Ladakh will not be responsible in any manner.

9. IMPORTANT INFORMATION:

All the interested bidders are advised that the Pilot Plants facilities are "as is where is basis", therefore, they are advised to visit the facility at Nimoo on any working day to see the plants and other facilities before submitting their bid. In this regards, they may also contact with Shri Tsewang Phunchok, Chief Horticulture Officer, Leh, UT Ladakh on his Mobile No.9419176547 or email id horticultureleh@gmail.com. The agencies can installed equipment compatible to the available equipment with prior permission from Director Horticulture, UT Ladakh. 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 UT's equipment idle.

10. CORRIGENDUM/ ADDENDUM:

Corrigendum/addendum, if any, would only be appear on the website <http://tenders.ladakh.gov.in> and by no other mode, therefore, all the bidders are advised to visit regularly.

11. 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:

- 1) Earnest Money Deposit (EMD)/CDR & EOI document Fee (non-refundable) as specified in the form of Bank Demand Drafts (cheques are not accepted) drawn in favor of Chief Horticulture Officer, Leh payable at Jammu and Kashmir Bank, Main Branch Leh (Bank IFSC: JAKA0PRIEST).
- 2) ID Proof
- 3) Proof of permanent address

- 4) Details of Bank Account i.e Account No., IFSC Code, MICR No., Bank Name and address.
- 5) Copy of PAN Card, Aadhar Card, Voter Card
- 6) Copies of Balance Sheet, Profit & Loss and Annual Income Tax Return of immediate last 3 financial years ending 31st March, 2021 (only for those who are having such documents). Others may enclosed CA certificate or Bank certificate regarding financial soundness, along with copy of passbook with six months transactions.
- 7) Details of Regn. Of Firm/PAN /Service Tax Registration number/ GST/ESI & EPF No, as applicable.
- 8) An authorization letter in favour of the person signing the EOI documents, should be signed by the Proprietor/Partner/Director.
- 9) Details of past experience/business of the Bidder.
- 10) An attested copy of the certificate of registration/incorporation (with MoA/AoA) pertaining to the legal status of the bidder.
- 11) EOI document with all annexure should be duly signed and stamped on each page as acceptance of the terms and conditions.
- 12) 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 Chief Horticulture Officer, Leh, UT Ladakh Reception before last date and time. Only one EOI should be included in one cover. Incomplete EOI will not be entertained and summarily rejected.
- 13) Agency has to provide their financial quotes of license fee in Annexure -V.
- 14) In any case, if EOIs are not opened due to any reason, the EOI documents & EMD shall be returned to all the bidders.
- 15) The EOI will be valid upto 180 days from the date of its publishing.

12.EVALUATION PROCEDURE:

- 1) All the individual/ agencies that are fulfilling the eligibility criteria are invited for a technical presentation before the Tender Evaluation Committee (TEC) 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 10Lakh - 5marks, 11-20 lakh-10 marks, 21-50 lakh-15marks, 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 10marks) | 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 constituted by UT Ladakh shall be final and binding.

- 4) **Allotment of Pilot Plant:** The Pilot Plant/ equipment/ machine/ facility will only be allotted to those individual/agencies, who will quote highest license fee in the pilot plant/equipment and assessed capable to run the Pilot plant not less than for three 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. In case of quitting before allotted period or minimum locking period of one year, their performance security will be forfeited or any other action as deemed proper in the circumstances by UT Ladakh.
- 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 UT Ladakh decision will be binding upon all the agencies.

13. 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 UT Ladakh.
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 here in 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. UT Ladakh 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 UT Ladakh authorities.
9. If at any time during the period of contract, it comes to the notice of the UT Ladakh that the bidder has mislead the UT Ladakh be way of giving in correct/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 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 and 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 closed with technical bid.

12. UT Ladakh 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 three year from the date of award but it can be extended further up to maximum 03 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, UT Ladakh 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, the decision of UT Ladakh shall be final and accepted without demur by the contractor. The security deposit shall be forfeited in such cases. In case, licensee quits 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 UT Ladakh.
16. **License Fee for Pilot Plant/machine:** Successful agency/bidder have to deposit a yearly license fee as quoted in the financial bid & E&W charges before 10th August.
17. The license fee for the first year shall be deposited in advance along with 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.
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 equipment 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 30 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. The lead time will be provided only to new agency and not for the existing or continuing agency.
21. **Handing Over of Plant:** The Plant will be handed over to the agency/licensee within 07 days, after acceptance and submission of performance security equivalent to one year license fee and one year advance to UT Ladakh. The Agency will also be given further 21 days time for testing, trial run, compatibility etc. at their own expenses and during this period, no license fee will be charged. However, in case of back out, the license fee one year and performance security will be forfeited or any other decision as decided by UT Ladakh.
22. **Revision in License Fee:** In case of extension beyond 01 year, license fee will be increased by 10% of the prevailing license fee one very 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 charged until clearance.
24. **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 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) To ensure good food quality and maintain latest standards of health & hygiene (as specified by FSSAI) (f) 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.
25. 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, UT Ladakh has right to terminate the contract and to forfeit all security deposits.
 26. The licensee will only occupy the earmarked area.
 27. 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 UT Ladakh. UT Ladakh reserves the right to make the property good for the damage or loss by charging all the expenses from licensee with the expenses.
 28. 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.
 29. The Licensee shall not use the allotted place/premises for any other activity except for the purpose for which it has been provided for.
 30. UT Ladakh 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.
 31. UT Ladakh shall not provide any consumable or non-consumable items including raw materials at the pilot plant for the purpose of product development.
 32. Licensee shall maintain all the equipment provided by UT Ladakh in good working condition and would be responsible for damages caused. He will carry out the repair and 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 equipment/articles in good working condition to UT Ladakh.
 33. The charges towards AMC will be borne by the agency itself after 3rd year. In case UT Ladakh has done the AMC, the charges for the same on yearly basis will have to be paid by the agency every year along with the license fee. In case the agency fails to do so penalty as applicable for License fee will be levied.
 34. Use of cigarette, bidi, pan, alcohol etc. is banned in the pilot plant and in the plant premises. 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 UT Ladakh immediately for any loss or damage or theft occurring on account of his/her staff individually or collectively.
 35. 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.
 36. If at any stage, it has been found that electricity, water or other resources have been misused, the agency will be fined appropriately.

37. The Agency has to make its own arrangement for stay of the workforce at nearby area as UT Ladakh is not having any such facility.
38. The bidders have to arrange their own emergency lights, loader, rat trapper, gas cylinders, fuel and any other recurring items.
39. UT Ladakh reserves the right to call upon the Agency to remove any person employed working in the pilot plant, if found unsuitable for services because of hygiene or health or conduct or any other administrative reasons. UT Ladakh reserves the rights to disallow the person not having the identity card.
40. In case of interpretation, modification and any alteration with respect to terms & conditions, the licensee & UT Ladakh will jointly look into such aspect and the decision of the UT Ladakh will be final and binding to licensee.
41. The agency will, prior to the commencement of the operation of contract, make available to UT Ladakh the particulars of all the employees who will be deployed at the plant 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.
42. The agency shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
43. Employment of child labour is strictly prohibited under the law. Therefore, the agency will not employ any child in the plant.
44. The Licensee shall be personally responsible for conduct and behavior of its staff and any loss or damage to UT Ladakh's moveable or immovable property due to the conduct of the agency's staff shall be made good by the Licensee.
45. DRDO and UT Ladakh 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.
46. Storing/Supply/Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the plant premise. Any breach of such restrictions by them will attract deterrent action against the Licensee as per statutory norms.
47. The workers employed by the agency shall be directly under the supervision, control and employment of the Licensee and they shall have no connection what so ever with UT Ladakh. UT Ladakh 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 UT Ladakh for employment or regularization of their services by virtue of being employed by the Licensee against any temporary or permanent posts in UT Ladakh.
48. The cleaning of outside the pilot plant, stores, staff toilet etc shall be responsibility of the Licensee. Besides, the Licensee will ensure that proper disposal of food waste and will not be thrown in the premise 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 by UT Ladakh at their cost and for that Rs.15000/- per month (lump sum) will be charged/ recovered. In case of partial, the partial charges will be charged.
49. 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.

15.PERFORMANCE SECURITY:

- i) The successful agency has to submit a Performance Security equivalent to one year License fees in the form of DD and also one year License fee in form of Bank Guarantee separately. Until submission of Performance Security, the EMD/CDR 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 UT Ladakh 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 Chief Horticulture Officer, Leh payable at Jammu and Kashmir Bank, Main Branch Leh (Bank IFSC: JAKA0PRIEST).
- iii) **Release of performance Security/Security Deposit-** The Performance Security/Security Deposit equivalent to one year license fee in form of DD and BG will be taken within 15 days from the issue of LoA or will be deducted from EMD/CDR. 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 equipment & plants in good & working condition.
- iv) **Handing over of Plants after completion of contract:** The licensee has to handover the concerned Pilot Plants/Equipment, along with utilities, in working condition on the expiry of contract period to the designated Officer/ 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.

16. PENALTY CLAUSE:

- 1) If agency or their employee found quarrelling, misbehaving with any officer and employee of DRDO and UT Ladakh, 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.
- 4) In case of submission of late license fee beyond the stipulated time, penalty @ 2.0 % per month shall be imposed on balance amount until the clearance.

17. 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 Work man 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 UT Ladakh 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 UT Ladakh 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. Licensee shall 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 Licensee and it shall not involve UT Ladakh in anyway whatsoever.

18. 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.

19. SAFETY RULES:

- a. The Licensee shall have to comply with all the provisions of safety rules. UT Ladakh 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 UT Ladakh /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 UT Ladakh 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. UT Ladakh 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.

20. NO CONDITIONAL BIDS SHALL BE ACCEPTED.

21. COUNTER CONDITIONS BY THE BIDDERS/AGENCIES SHALL NOT BE ACCEPTABLE

22. RIGHT OF ACCEPTANCE OF OFFER:

UT Ladakh reserves the right to accept partly or reject any offer without assigning any reason thereof. UT Ladakh 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.

23. CANCELLATION/TERMINATION OF CONTRACT:

- a) The contract can be terminated either side by serving by 30 days notice.
- b) UT Ladakh 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 30days.
 - v) UT Ladakh reserves the right to cancel/short close the contract at any time by serving notice, in case of unsatisfactory performance, without assigning any reasons.

24. 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.

25. 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.

26. RISK & COST:

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

27. ARBITRATION CLAUSE:

- a) In case of any dispute between Agency and UT Ladakh, arising out of or in relation to the contractor 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 Secretary (Horticulture), UT Ladakh. The award of the said arbitrator shall be binding on both the parties. The seat of the arbitration shall be at Leh Ladakh. Without prejudice to right under any other clause of the contract, UT Ladakh, 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 Leh Ladakh/ Jammu & Kashmir court only.

28. 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 a later date, they may communicate in writing before accepting the offer. After acceptance, no protest will be considered.


(Director, Horticulture, UT Ladakh)

No: DHL/CampLeh/UTL/574-584

Dated: 27.05.2022

Copy to the:-

1. Administrative Secretary, Horticulture UT Ladakh for favour of information.
2. Deputy Commissioner/CEO LAHDC, Leh for favour of information.
3. Director, DIHAR, Leh for favour of information.
4. Director, DFRL, Mysore for favour of information.
5. Chief Agriculture Officer, Leh for information.
6. Chief Horticulture Officer, Leh for information.
7. Deputy Director Command Area Leh for information
8. Accounts Officer to Director Horticulture UT Ladakh for information.
9. Assistant Director, Information, Leh with the request to publish NIT in two prominent Daily Newspapers.
10. District Informatics Officer, NIC ,Leh with the request to publish NIT on the website.
11. P.A to Hon'ble Executive Councillor, Horticulture, LAHDC, Leh for information of HEC.

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. |
|---------|---|-----------------------|----------|
| 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 03years | | |
| 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 (copy to be enclosed) | | |
| 25. | Voter Card (copy to be enclosed) | | |

EOI Fee: 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: _____

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,
Director Horticulture
The Administration of UT Ladakh

Sir,

- 1 I/ we the undersigned, certify that I/we have gone through the terms and condition smentioned 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:

SIGNATUREOF THE BIDDER WITH SEAL

**NAME OF THE BIDDER WITH
ADDRESS**

NOTE: Certificate as per above must be submitted only on non-judicial stamp paper of Rs. 100/-
(Rs One Hundred Only)

LIST OF EQUIPMENTS & UTILITIES

| S. No. | Particulars | Qty | Capacity |
|--|--|-----|------------------|
| A. Sorting and grading line (500 kg/hr) | | | |
| 1 | Fruit inspection system | 1 | 500 kg/hr |
| 2 | Fruit turbo washing and sanitation machine | 1 | 500 kg/hr |
| 3 | Size grader | 1 | - |
| 4 | Air dryer with conveyor for removing surface moisture from the washed material | 1 | - |
| 5 | Control panel | 1 | - |
| B. Pre-processing line for fresh fruit (200 kg/hr) | | | |
| 6 | Fruit cutting/ dicing/ cubing machine | 1 | 200 kg/hr |
| 7 | Blancher | 1 | 100 ltr capacity |
| 8 | Belt type blancher | 1 | 200 kg/hr |
| 9 | Post blanching cooler | 1 | 200 kg/hr |
| C. Dehydration of fruit (200 kg/batch) | | | |
| 10 | Sugar syrup preparation system (steam jacketed) | 1 | 500 ltr |
| 11 | Double jacketed filtration machine | 1 | 500 LPH |
| 12 | Vacuum impregnated re-circulated system | 1 | 100 kg/batch |
| 13 | Hot air dryer | 2 | 150-200 kg/batch |
| 14 | Vacuum tray dryer | 2 | 150-200 kg/batch |
| 15 | Solar dryer | 2 | 150-200 kg/batch |
| 16 | Semi automatic weight filler | 1 | 5 fill/min |
| D. Pulp, puree, jam, RTS beverage line (200 kg/batch) | | | |
| 17 | Fruit cruising machine | 1 | 200 kg/hr |
| 18 | Cooking evaporator | 2 | - |
| 19 | Fruit pulper | 1 | 200 kg/hr |
| 20 | Helicoidal juice extractor | 1 | 200 kg/hr |



| | | | |
|---|--|---|--------------|
| 21 | Homoginizer | 1 | 200 LPH |
| 22 | Pasteurizer | 1 | 200 LPH |
| 23 | Chilling tank | 2 | - |
| 24 | Viscous paste filling machine | 1 | 15 fills/min |
| 25 | Screw transfer pump | 6 | 200 LPH |
| E. Fruit canning line | | | |
| 26 | Tin filling machine | | |
| 27 | Can body reformer | | |
| 28 | Can body flanger | | |
| 29 | Can body beader | | |
| 30 | Can seamer | | |
| 31 | Can lid embossing machine | | |
| 32 | Empty can sterilizer/ washer | | |
| 33 | Straight line exhaust box | | |
| 34 | Can retort sterilizer (min 100 cans/batch) | | |
| 35 | Portable gantry with electric hoist | | |
| F. Oil extraction from apricot seed (100 kg/hr) | | | |
| 36 | Apricot seed shell peeler/ kernel cracking machine (100 kg/hr) | | |
| 37 | Cold press oil extraction machine (100 kg/hr) | | |
| 38 | Apricot seed oil refining plant (100 LPH) | | |
| G. Cold store room (5 MT, 2-10°C) | | | |
| H. Blow molding machine (2 head, 100-2000 ml PET bottle) | | | |
| I. Diesel generator (200 KVA) | | | |
| J. Effluent treatment plant (15 KLD) | | | |
| K. Boiler (600 kg/hr) | | | |
| L. Water purification plant (RO) (1000 LPH) | | | |
| TOTAL COST: RS 4,00,00,000/- (RS FOUR CRORE ONLY) | | | |

FINANCIAL BID

Name of Agency.....

Address.....

| S.No. | Name of Pilot Plant | Minimum reserved rate of license fee of pilot Plant/equipment cost | Yearly license fee in INR(to be paid in one installments) for Pilot Plant/equipment (to be quoted by bidder in%) |
|-------|--|--|--|
| 01 | DRDO-UT Apricot Processing Pilot Plant | 0.1 percent of the machinery/ equipment cost (see Annexure IV) | |

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 machinery/ equipment 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.

Signature of the bidder with Stamp

LICENSE AGREEMENT

This licence agreement is executed on this day of, 2022 for and on behalf of Union Territory of Ladakh, (herein after called UT Ladakh) through its Director Horticulture on the first part;

AND

_____ (please mention particulars of the licensee) _____, here in after called the licensee, on the second part;

Whereas UT Ladakh has setup pilot plants in collaboration with DRDO for primary processing of apricots.

And whereas the UT Ladakh 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 UT Ladakh 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 UT Ladakh subject to terms of this license agreement,

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

1. SCOPE OF WORK:

- 1) UT Ladakh has agreed to provide the pilot plant equipped with equipment/machine on the requirement on yearly license fee as specified here under.
- 2) Beside above pilot plant facilities, the UT Ladakh has office space, water availability, electricity road, parking etc facilities on chargeable basis.
- 3) UT Ladakh may also provide technical support through DRDO, reliable testing, product study, research, process-technique development and standardization through DRDO- Defence Food Research Laboratory.

2. PERIOD:

Initially the license will be given for a period of three year. The period of license may be renewed for additional three year on such terms and conditions as maybe agreed upon by and between the parties hereto.

3. LICENSE FEE:

In consideration of the above, the Licensee who is a successful bidder/process or is hereby granted the license as a food business operator by the UT Ladakh on a yearly license fee of Rs XXXX.

The Licensee shall deposit advance licensing fee for one year at the prescribed rate and also security deposit equivalent to the one year licensing fee in the form of bank guarantee/DD towards security of the equipment. Such amount shall be deposited with UT Ladakh 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 yearly license fees shall be paid by the licensee along with the applicable taxes before 10th August. No part payment shall be accepted by UT Ladakh. The licensee shall be liable to pay a penalty @ 2.0 % per month on balance amount, if paid after 10th but before 20th of August and under no circumstances it can be delayed beyond the 20th August. 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 UT Ladakh shall be final.

- 1) The electricity and water charges shall be applicable over and above the amount of license fee. The charges for electricity and water shall be as per Govt rates.
- 2) Besides, the licensee has to assure/undertake that they will make timely payment of electricity and water use against the bills, otherwise, same will be recovered from the above security and electricity and water 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, UT Ladakh will arrange the supply of electricity and water on the actual cost and applicable taxes basis. However, if there is any failure to supply the electricity and water which is beyond the control of UT Ladakh, the Licensee shall not claim any damages from the UT Ladakh 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:

UT Ladakh shall not be responsible for any repairs, service or defects in the Equipment or the operation thereof. However, UT Ladakh agrees that Licensee shall be entitled to the benefits of the manufacturer's warranties/ AMC in respect of the Equipment up to June 2025.

5. TITLE, IDENTIFICATION, and INSTITUTIONSHIP 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. UT Ladakh may require plates or markings to be affixed to or placed on the Equipment, indicating Licensee's interests therein. UT Ladakh and Licensee hereby confirm that their intent is that the Equipment shall at all times remain the property of UT Ladakh/DRDO.

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 UT Ladakh 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 UT Ladakh 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 UT Ladakh from and covenants and undertakes to defend UT Ladakh against any and all claims, costs, expenses, damages and liabilities whether civil or criminal, of any nature what so ever, arising from or pertaining to the use, possession, operation or transportation of the Equipment. Any fees, taxes or other lawful charges paid by UT Ladakh 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 UT Ladakh. Licensee further covenants and undertakes to indemnify and keep indemnified the UT Ladakh against loss of Equipment by seizure by any person other than UT Ladakh for any reason whatsoever, or resulting from any form of legal process initiated by any person other than UT Ladakh, provided that such indemnity shall not cover such loss as arises out of any neglect or default on the part of UT Ladakh. Licensee further agrees to indemnify and keep indemnified UT Ladakh 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. DRDO/ UT Ladakh 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 UT Ladakh/ DRDO to use the processing facilities as per their requirements. UT Ladakh shall have the right to conduct skill Development Trainings on the Equipment under License as per their requirement. There will be no restriction for the official visitors of UT Ladakh and DRDO 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 UT Ladakh. 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 UT Ladakh/ DRDO, whereupon UT Ladakh will transfer to Licensee, without recourse of warranty, all of UT Ladakh'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 UT Ladakh, 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 license fee then remaining unpaid here under plus any renewal options entered into pursuant to this Agreement.

For the insurance of the plant and machinery in the name of UT Ladakh for the amount equivalent to the cost of installed machinery, Licensee will deposit 10 percent of the insurance premium amount to UT Ladakh to obtain the insurance policy.

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, UT Ladakh'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) To ensure good food quality & maintain latest standards of health & hygiene (as specified under schedule IV by FSSAI)
- (f) Thorough cleaning of washbasins 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 be allowed to display the name of his/her organization only at one place (approx 4 feet x 3 feet) in the premises of 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, UT Ladakh has right to terminate the agreement and to forfeit all security deposits.
- iii. UT Ladakh 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 shall give an undertaking to process of more than 25 MT apricot and 25 MT Seabuckthorn per year.
- v. The licensee shall market the products manufactured in the Plant under the brand name decided by UT Ladakh.
- vi. The licensee will only occupy the earmarked area in the premise of the pilot plant.
- vii. 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 UT Ladakh. UT Ladakh reserves the right to make the property good for the damage or loss by charging all the expenses from licensee with the expenses.
- viii. 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 foot wear, while working to maintain safety standards.
- ix. The Licensee shall not use the allotted place/premises for any other activity except for the purpose for which it has been provided for.
- x. UT Ladakh shall not provide any consumable or non-consumable items including raw materials at the pilot plant for the purpose of product development.
- xi. Licensee shall maintain the equipment provided by UT Ladakh / DRDO 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 UT Ladakh.
- xii. Use of cigarette, bidi, pan, alcohol etc. is banned in the premise of the pilot plant. If anyone is found indulged in these activities, the person shall be asked to leave the premise 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.
- xiii. Inform UT Ladakh immediately for any loss or damage or theft occurring on account of his/her staff individually or collectively.
- xiv. 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.

- vi. If at any stage, it has been found that electricity, water or other resources have been misused, the Licensee will be fined appropriately.
- vii. The Licensee has to make its own arrangement for stay of the work force at nearby areas UT Ladakh is not having any such facility.
- viii. The bidders have to arrange their own emergency lights, loader, rat trapper, gas cylinders, fuel and any other recurring items.
- ix. UT Ladakh reserves the right to call upon the Licensee to remove any person employed working in the premise, if found unsuitable for services because of hygiene or health or conduct or any other administrative reasons. UT Ladakh reserves the rights to disallow the person not having the identity card.
- x. In case of interpretation, modification and any alteration with respect to terms & conditions, the licensee & UT Ladakh will jointly look into such aspect and the decision of UT Ladakh will be final and binding on licensee.
- xi. The Licensee will, prior to the commencement of the operation of agreement, make available to UT Ladakh the particulars of all the employees who will be deployed at the pilot plant premise 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.
- xii. The Licensee shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- xiii. Employment of child labour is strictly prohibited under the law. Therefore, the Licensee will not employ any child in the mess.
- xiv. The Licensee shall be personally responsible for conduct and behavior of its staff and any loss or damage to UT Ladakh/ DRDO's moveable or immovable property due to the conduct of the Licensee is staff shall be made good by the Licensee.
- xv. UT Ladakh 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.
- xvi. Storing/Supply/Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the premise. Any breach of such restrictions by them will attract deterrent action against the Licensee as per statutory norms.
- xvii. 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 UT Ladakh. UT Ladakh 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 UT Ladakh for employment or regularization of their services by virtue of being employed by Licensee against any temporary or permanent posts in UT Ladakh.
- xviii. 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 premise or nearby area in any manner. In case, Licensee has not deployed a dedicated housekeeping staff, the same will be carried out by UT Ladakh housekeeping staff and for that minimum Rs. 15000/-pm will be charged/recovered from the licensee. This will be revised from time to time.
- xix. During the term of this Agreement, Licensee shall provide if so asked for by UT Ladakh/DRDO annual audited accounts of the Licensee.
- xx. 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 UT Ladakh.

12. PENALTY CLAUSE:

- 1) If Licensee or their employee found quarrelling, misbehaving with any officer, employee of DRDO/ UT Ladakh, visitors or involved in any anti-social activity, besides penalty, appropriate action will be 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.
- 4) In case of submission of late license fee beyond the stipulated time, penalty @ 2.0 % per month shall be imposed on balance amount until the clearance.

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 Licensee.
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 UT Ladakh 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 afore said 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. UT Ladakh 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 UT Ladakh/ 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 UT Ladakh 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. UT Ladakh 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 30 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, UT Ladakh may cancel the agreement and charge the licensee with any loss arising from such cancellation.
 - vi) UT Ladakh 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 fulfill the agreement obligations, it shall be without prejudice to the right of UT Ladakh to recover any further amount or any liquidated and/or other damages.

20. ARBITRATION:

- a) In case of any dispute between Licensee and UT Ladakh, 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 Secretary (Horticulture) of UT Ladakh. The award of the said arbitrator shall be final and binding on both the parties. These at of the arbitration shall be at Ladakh 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 there under.
- c) All legal disputes shall be subject to jurisdiction of Ladakh/Jammu & Kashmir courts only.

21. SURRENDER:

Upon expiration or earlier termination of the license, Licensee will hand over all the assets and belongings of UT Ladakh in the good working condition and shall compensate UT Ladakh for any damage or loss of the equipment of the Pilot Plants.

22. EVENTS OF DEFAULT:

An event of default shall occur here under if Licensee:

- a. fails to pay any installment of license fee or part thereof or other payment required here under when due and such failure continues for a period of 10 days after written notice is sent from UT Ladakh; or
- b. fails to perform or observe any other covenant condition or agreement to be performed or observed by

it here under or breaches any representation or provision contained herein or in any other document furnished to UT Ladakh 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 UT Ladakh; or

- c. without UT Ladakh'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 in secure; or
- f. shall be in default under any other agreement at any time executed with UT Ladakh.

23. WAIVER:

Any expressed or implied waiver by UT Ladakh of any default shall not constitute a waiver of any other default by Licensee or a waiver of any of UT Ladakh's right. All original rights and powers of UT Ladakh under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement hereof, 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/UT Ladakh, as the case may be

(Director Horticulture, UT Ladakh)

IN WITNESS WHEREOF each of the parties here to has caused this agreement to be executed in duplicate on the date mentioned here in above 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