

Tender No PMFME/CIF/T/02/2022/(Re1)

Date 01/10/2022

Re-Tender for Selection of Operation and Management of Incubation Center being established under PMFME Scheme at KAU -Agri Business Incubator, Thrissur, Kerala

Name of the Host Institution

Agri Business Incubator, Kerala Agricultural University

Place

Vellanikkara, Thrissur , 680 656

Tender No. PMFME/CIF/T/02/2022/(Re1)

Dated: 01/10/2022

NOTICE INVITING TENDER (NIT)

In continuation to our earlier tender notice no. PMFME/CIF/T/02/2022 dated 03/09/2022, Kerala Agricultural University Re-Tender for Selection of Operation and Management of Incubation Center being established under PMFME Scheme at KAU -Agri Business Incubator, Thrissur, Kerala

**ABOUT HOST INSTITUTE and INCUBATION CENTER:
(BRIEF BY THE HOST INSTITUTE)**

The Host Institute, Kerala Agricultural University, Thrissur (10°32'48.8"N 76°17'17.7"E) is establishing Incubation Centre with common food processing facilities for rice processing, fruits processing and spices processing lines. The project is being funded by Ministry of Food Processing Industries under Prime Minister Formalization of Micro Food Processing Enterprises Scheme (PMFME). As per the provision under the scheme Guidelines, the Incubation Centre, after its commissioning, would be handed over to third party/ private Operation & Management (O&M) agency for running it on commercial basis.

The processing facilities of the Incubation Center would be made available to existing and aspiring micro entrepreneurs, SHGS, Co-operative and Groups etc. to manufacture food products by the O&M operator. In addition, these Incubation Centers will be utilized for imparting trainings, demonstration and skill upgradation of the beneficiaries under the scheme.

For and on behalf of Kerala Agricultural University (Host Institute) Tenders (Two bid systems) are invited for Operation and management of Incubation Center at <https://kau.in/tenders> or <https://rabi.kau.in>

1. CRITICAL DATE SHEET

S. No.	Particulars	Important Dates	Time	Tender Processing Fee	EMD
1.	Issue of Tender documents	01/10/22		1180/- (Rs.1000/-+ 18% GST)	Rs. 50,000/-

2.	Pre-bid Meeting and Site visit at the Incubation Center Site	03/10/2022			
3.	Start date for submission of bids	01/10/22			
4.	Last date & time for submission of bids including financial bid	10/10/22	04:00pm		
5.	Date & time of opening of Technical Bids	11/10/22	11:00am		
6.	Date & time of presentation	13/10/2022	Time will be intimated through email who qualify for the technical bid. The same shall also be displayed on the website of the (Host Institute)		
7	Publishing of technically qualified Bidders	13/10/2022			
8	Date & Time of Financial Bid opening of qualified bidders	13/10/2022			

The bidder should submit a demand draft of Rs. 1,180/- (Rupees One Thousand one hundred and eighty only) towards non-refundable tender processing fee, drawn in favour of "The Professor and Head, Dept. of Agricultural Engineering, College of Agriculture, Vellanikkara, Thrissur 680656" payable at SBI KAU Main Campus, Vellanikkara (Code-70670) in a sealed envelope super-scribed as "Tender processing fee for Tender No. PMFME/CIF/T/02/2022/(Re1) dated: 01/10/2022" on or before last date & time of submission of bids. In the absence of tender processing fee, the tender will not be accepted.

Bidder should furnish an EMD of a refundable amount of Rs 50,000/- in the shape of DD from a scheduled bank in India drawn in favour of "The Professor and Head, Dept. of Agricultural Engineering, College of Agriculture, Vellanikkara, Thrissur 680 656" payable at SBI KAU Main Campus, Vellanikkara (Code-70670). This EMD should be submitted in a sealed envelope super-scribed as "EMD for Tender No. PMFME/CIF/T/02/2022/(Re1) dated: 01/10/2022". The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. Failure to deposit Earnest Money will lead to rejection of the tender.

The financial bid should be submitted along with the tender documents in a sealed envelope super-scribed as "Financial bid for Tender No. PMFME/CIF/T/02/2022/(Re1) dated: 01/10/2022". This financial bid of those bidders whose technical bids were qualified will only be opened.

The sealed cover super scribed "Retender for selection of O&M operator for CIF under PMFME Scheme", containing all the duly filled and signed tender documents, annexures, DDs, technical bid, and financial bid should be sent to "The Professor and Head, Dept. of Agricultural Engineering, College of Agriculture, Vellanikkara, Thrissur, Kerala - 680 656" before the last date of submission. Tenders received late or incomplete in any respect will be summarily rejected without notice, and the decision of the host institute on such matters will be final.

Terms of Reference

- 1.1. Establishment of Incubation Center based on One District One Product (ODOP) is one of the important components of PMFME Scheme. Under the scheme Common Incubation Centers have been set up to facilitate the following class of activities:
- i. Entrepreneur to manufacture and assess commercial viability of new food products by using the processing, packaging, testing facilities
 - ii. Hands on Training to entrepreneurs in new technology for processing, packaging, food standards/ safety, hygiene etc.
 - iii. Demonstration of machines, process, products and hands on training to workers in food safety, hygiene
 - iv. Usage of processing, packaging and testing facilities by Individual entrepreneurs/ FPOs/ SHGs/ Co-operatives
- 1.2. Earmarking of utilization of the facilities would be done for the following type of usage of processing lines or part of thereof:
- (i) Usage by Incubatees i.e. micro entrepreneurs willing to use the facility for product development, brand development, trial of product line for commercial viability (ii) Training to the beneficiaries of capacity building program of PMFME Scheme or any other skill development program of government.
 - (ii) At least five days in a month, with prior notice, shall be earmarked for usage referred to at (i) & (ii) above. The O&M Operator shall be under obligation to permit use of manufacturing & allied facilities by the Host institute for these purposes.
 - (iii) Exposure Visits and Demonstration could be organized by the Host Institute on any of the days of the week.
- 1.3. The Host Institute would lease out the operation and maintenance of the Incubation Center to an agency on pre-qualification technical bid & competitive financial bid basis. The bidder shall give a presentation before the committee designated by the Host Institute about the experience, financial viability, roadmap, plan and vision about the operation and utilization of the Incubation Center as per the objectives of PMFME Scheme.
- 1.4. The presentation round will be assessed on following parameters and the bidder obtaining minimum 30 marks would be eligible to participate in the financial bidding

S.No.	Criteria	Max. Marks
1	Relevant experience of the Bidder: 2 marks for each year of Experience (Production, Packaging, and Marketing)	10
2	Financial Strength: Turnover (of relevant sector)	20
	0 Marks for below Rs 5 Lakh	

	5 Marks for Rs 5 lakh to less than Rs 10 lakh, 10 marks for Rs 10 lakh to less than Rs 20 lakh, 15 marks for Rs 20 lakh to less than Rs 30 lakh, 20 marks for Rs 30 lakh and above	
5	Business Plan and Presentation	20
	Total	50

1.5. The Host Institute shall permit site visit of the Incubation Center on the date of pre-bid meeting as indicated in the Critical Date Sheet. The Host Institute shall indicate the timeline for completion of the installation of facilities for which work are in progress or yet to start. Such shall timelines shall be included in the minutes of the pre-bid meeting

1.6. 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 O&M Operator, unless the same have been specifically indicated by the Host Institution in the minutes of the pre-bid meeting, at their cost and risk. These assets could be taken away by the O&M operator after the termination of the agreement. No structural modification shall be allowed without the pre-approval from the Host Institute.

1.7. Eligibility Criterion for the Bidder:

- i. The Bidder should be an established Partnership Firm/ LLP, Pvt Ltd. company, Proprietor, Self Help Group, Co-operative, Farmer Producer Company/ Organization, Self Help Group or any other private agency.
- ii. The bidder should be having experience in working on and/ or running a Food Processing Plant for at least 3 years. In case of partnership firms, the lead partner should have the above-mentioned experience. The experience of running related activities like processing of agriculture commodities including primary processing would also be considered.
- iii. The bidder should have registration/ incorporation certificate, PAN, GST Registration, Udhog Aadhar/ Udyam registration, ITR for last three years, as applicable in their case and should submit a copy of each of these documents along with acknowledgement copies of the IT Returns for the last 3 financial years.

1.8. Financial Evaluation of Bidders

- i. The financial bids will be evaluated for the bidders quoting the highest proportion of revenue sharing with the Host Institute subject to a minimum lease rent Rs. 50,000/- per month payable to Host Institute with 10% yearly hike. The successful bidder will have to execute an agreement with the host institute and remit a security deposit

- ii. The bidders would be permitted a gestation period of 2 months for reaching full operation during which no lease rent would be payable (cost of electricity and water consumption during the period will be payable).

1.9. Revenue Streams for the O&M Operators/ Host Institute:

1.9.1. These Incubation Centers are to run as commercial processing lines. The O&M operator will be allowed to run the facilities on revenue sharing basis. The revenue stream will be from the following sources:

- i. Sales proceed of manufactured food products to be shared with the Host Institute as per the outcome of the tender
- ii. User fee from usage of common facilities. The revenue shall be levied and retained by the O&M Operator.
- iii. User Charges for Common Facilities such as food processing, sorting grading lines etc./ conversion charges shall be market determined. The revenue shall be levied and retained by the O&M Operator.
- iv. Facilities to be used by the Incubate: to be fixed by Host Institute to maximize utilization of the period earmarked for incubation.
- v. Facilities to be used for Training / Demonstration: As per the rates fixed for capacity development for training of stake holders under PMFME scheme. The Host Institute shall be free to fix the user fees for other trainees. The revenue for (i) & (ii) shall be levied and retained by Host Institute.

1.10. Roles & Responsibility of Stake Holders

1.8.1. Host Institute:

- i. Providing complete list of processing lines as Annexure- I.
- ii. Continuous monitoring of the operation of the Incubation Center by the O&M operator.
- iii. The Host Institute will arrange the supply of electricity and water, for which the O&M operator will bear the actual cost. However, if there is any failure to supply the electricity and water for which is beyond the control of the institute, the O&M agency shall not claim any damages from the institute for such failure.
- iv. Host Institute would provide work station to the incubates for managing their operation. The work station would be in well ventilated and adequately lit area with separate work tables for the sitting of 2 persons with an electricity point.
- v. Host Institute shall provide all vendor available manuals, spare part list, project data books and drawings which are provided to Host Institute by the OEM/ equipment supplier or contractor related to construction, installation, repair or maintenance of the Incubation Center or a part thereof.
- vi. Conducting of training of entrepreneurs, workers and FPOs/ SHGs/ Co-operatives

under capacity building program of PMFME scheme and any other scheme during the earmarked days of training.

- vii. The Host Institute to arrange the raw material and consumables to be used while providing hands-on training.
- viii. Ensuring the utilization of facilities of Incubation Center by maximum number of micro enterprises as per the earmarking of the usage mentioned in para. No. 1.2
- ix. Attracting the incubates through promotional activities.
- x. To ensure the making of only good quality products safe for human consumption by Incubates.
- xi. Record keeping of utilization and revenue generation from the Incubation Center and submitting the monitoring report to the State Nodal Agency from time to time.

1.8.2. O&M Operators:

- i. To operate and maintain the Incubation center on a commercially viable basis as per the scope of work detailed in para no. 1.15.
- ii. Making available IC to Host Institute for incubation, training, and demonstration/ exposure visits for the duration indicated in the Request For Proposal (RFP)
- iii. Ensuring utilization of facilities to its maximum capacity
- iv. Ensuring compliance with the norms for pollution, food safety and quality, labor laws etc.
- v. Maintaining records of utilization, revenue, inventory of man and material for Incubation as per the earmarked usage mentioned earlier and submitting reports to Host Institutes at a periodic interval.
- vi. Maintaining the equipment in the best of its condition, ensuring regular repair and maintenance of the facility.
- vii. Ensuring availability of consumables required to run the processing lines all the time.
- viii. Timely payment of lease rent to the Host Institute as per the terms and conditions agreed upon.
- ix. Engagement of Manpower as detailed in para. 1.15 (vii).
- x. The plant manager appointed by O&M Operator would ensure good maintenance of the processing lines & other infrastructure, smooth handover between different users, timely and efficient cleaning of equipment and premise, timely maintenance of the processing lines, efficient utilization of utilities such as electricity and water etc. in the processing, maintenance of records as per the lease agreement.

1.8.3. State Nodal Agency:

- i. Continuous monitoring of the operation of Incubation center
- ii. Mapping & mobilization of beneficiaries, SHGs, FPOs etc. for training and demonstration at Common Incubation centers through its DRP network, District Nodal Department, SLTI or training agency.
- iii. Timely disbursement of funds to the O&M agency for providing hands on training and demonstration to the beneficiaries of the Scheme
- iv. Ensuring the availability of the processing lines, common facilities and incubation

services to the micro entrepreneurs and groups such as SHGs, FPO.

- 1.9. The Institute shall issue Letter of award to the successful bidder and the bidder shall take the possession of the Incubation Center within a period as may be specified in Letter of award. No extension shall be allowed to the O&M agency to delay the possession/operation.
- 1.10. The Host Institute shall enter into an agreement with the selected O&M Agency and incorporate appropriate clause of General Condition of Contract and all other conditions in line with GFR guidelines. In order to bring more clarity, the agreement can be added more clause other than this tender to safeguard the interest of both.
- 1.11. The successful bidder/ processor shall be designated as "O&M Agency". Host Institute would levy lease in terms of revenue sharing on monthly basis. The monthly revenue share shall be paid by the O&M Agency along with the applicable taxes before 10th of the month. The O&M agency shall be liable to pay penalty @5% of the payable revenue share 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 lease agreement and can lead to termination of the same.
- 1.12. The selected O&M agency shall make security deposit of Rs. 1,00,000/- (Rs. One Lakh Only) in the form of bank guarantee/DD for the security of equipment. Such amount shall be deposited with the institute before taking possession for operation. No extension shall be allowed for this purpose. The security deposit will be either adjusted or refunded after expiry of lease agreement but in case of any outstanding at the time of termination of agreement, the same will be adjusted.
- 1.13. The O&M operator will not be allowed to display the name of his/ her organization in the premises on incubation center.
- 1.14. **Leasing Period:** Initially the lease will be given for a period of five years which may be renewed/ terminated as per the terms and conditions of lease agreement b/w Host Institute and O&M agency.
- 1.15. **Scope of Work:** The Agency would be responsible for Operation and Management of the Common Incubation Center for a period of 5 Years. The detailed scope of work is as following:
 - i. Operation & Maintenance of Processing line and auxiliary equipment and food testing laboratory (*Food testing laboratory is meant to be used for quality analysis of products produced in the CIF only. All the consumables for testing are to be borne by the O&M firm*): Ensuring the commercial utilization and timely maintenance of the processing lines as per the seasonal availability of raw material in the region. Complete cost of operation for running the incubation center would be borne by the O&M agency.
 - ii. The Host Institution to ensure that the Incubation Center is utilized by a large number

of micro enterprises. The complete processing line or a part of it would be made available to Individual Entrepreneur/ SHGs/ FPO/ FPC etc. on user charge basis.

- iii. The O&M agency would ensure the availability of the Incubation Center for the purpose of hands on training, demonstration and exposure visit to the beneficiaries of PMFME Scheme and its Capacity Building Activities as well as other State and Central
- iv. The O&M agency will be responsible for ensuring the supply of requisite essentials such as fuel, refrigerant and other necessary needs for manufacturing the products by incubates and for Hands on Training conducted by the Host Institute on the actual cost. Raw material and ingredients for making the products shall be arranged by the incubates themselves. In case of hands on training the raw material and ingredients would be arranged by Host Institute
- v. Engagement of Manpower for Operation and Management of Processing Lines: Following personnel should be recruited/ appointed by the selected agency O&M Operator at the incubation Center. The requisite qualification for this personnel is also listed under:

S.No	Job Role	Qualifications
1.	Plant Manager	Graduate/Post graduate in Food Technology/ Food Engineering from a reputed Institution / University with 4 yrs. of experience in food production management, procurement, quality, packaging, documentation etc.
2.	Plant Maintenance Engineer	Post graduate in Food Engineering/ Mechanical Engineering/ Agricultural Engineering/Electrical Engineering with 2 yrs. of experience in handling food processing plant.
3.	Food Technologist	Masters in Food Engineering/Food Technology/ Equivalent with 1 yrs. of hands-on experience in handling all kinds of food testing analysis such as Nutritional, Microbial hands-on experience in handling the microbial testing
4	Machine operator -2	ITI/Diploma in Mechanical/ Automobile/Electrical/ Agro-processing/ equivalent with minimum 2year experience in food process line (preferably in the CIF line)

The above qualification may be relaxed/ modified as per the requirement of Job Role and by the Host Institute. Additional manpower may be deployed by the selected bidder for the smooth running of the center as per their requirement.

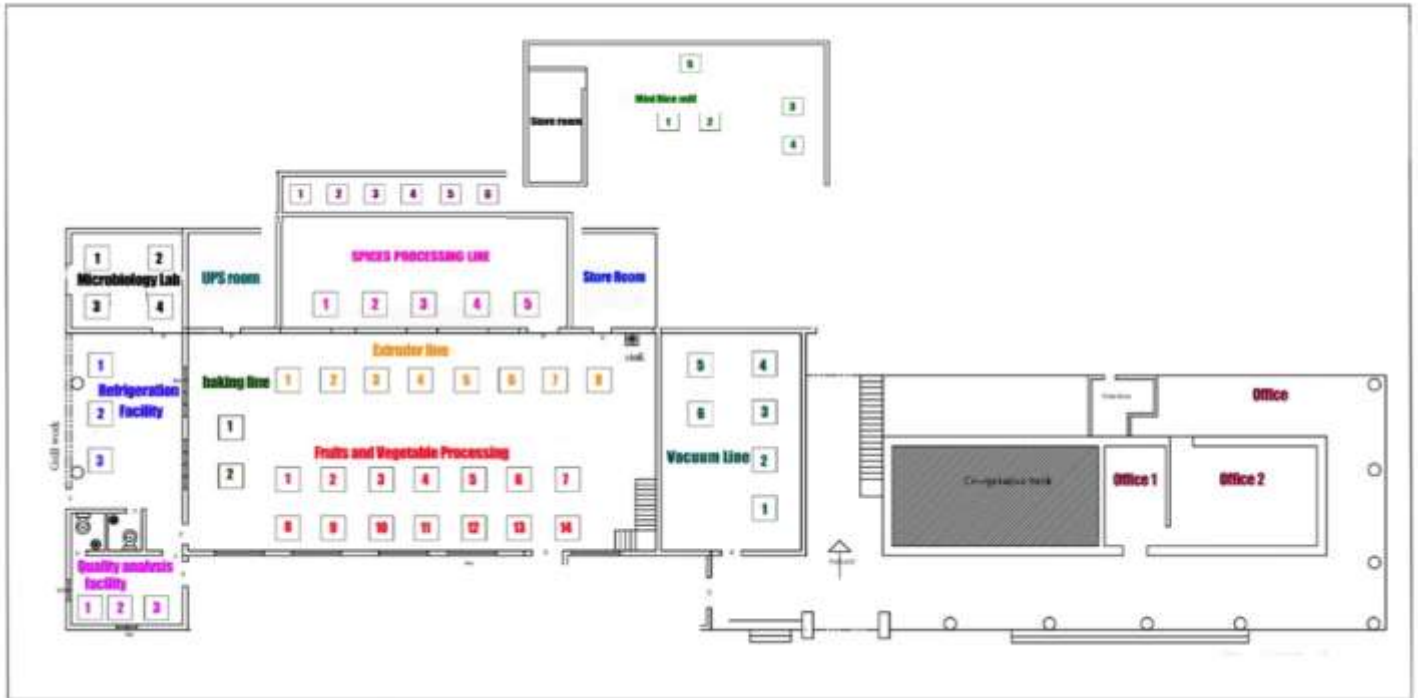
- 1.16. The O&M agency shall be responsible to comply with the labor laws. Staffs/ labors appointed by the O&M agency would not be having any right to make any claim from Host Institute.
- 1.17. There will be no restriction for the official visitors from the State Nodal Agency, State Level Training Institute, and Ministry of Food Processing to visit the premise even during the operation.

- 1.18. Maintenance of Incubation Center including the machinery shall be the responsibility of O&M operator. For operation and maintenance, the O & M Agency 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 Host Institute's staff.
- 1.19. The O&M agency 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).
- 1.20. O&M agency shall apply for and obtain, and Host Institute shall assist in applying for and obtaining all necessary permits, licenses and approval required to allow O&M agency and incubates to do business. O&M Agency should also file such reports, notices and other communications as may be required by any government agency regarding the project to Host Institute.
- 1.21. The O&M agency shall be responsible for disposal and management of solid waste & other waste disposal as per the Pollution Control Board's regulation and inform Host Institute about the same. The O&M agency 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, cost, if any, paid by the institute for waste disposal.
- 1.22. The O&M agency shall maintain at a location acceptable to Host Institute, the Incubation Center operating logs, records, reports, document the operation and maintenance of the facility in all forms and substance sufficient to meet Host Institute's reporting requirement under the lease agreement.
- 1.23. The O&M agency shall be working within the demarcated floor area only. The O&M agency may approach to the host institute for additional floor area which shall be given by O&M agency on payment of the approved charges.
- 1.24. The O&M agency shall give an undertaking of ensuring the making of only good quality products safe for human consumption.
- 1.25. The lease agreement may be terminated by either side after giving due notice in writing of 30 days.
- 1.26. After completion of the tenure, the O&M agency will hand over all the assets and belongings of Host Institute in the good working condition and shall compensate the institute for any damage or loss of the equipment of the Incubation Center.
- 1.27. 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.

A. Details and Layout of Processing Lines (to be provided by Host Institute)

S.No.	Description of Item	Unit
	Rice Processing Line	
1	Steaming unit with roaster vibro sifter and hammer mill for rice flour	01
2	Continuous packaging machine (semi automatic) for rice flour	01
3	Colour sorter	01
4	Cold Extruder	01
5	Hot extruder(with core filler and layer dryer)	01
6	Rice mill	01
7	Rice roaster and flaker	01
8	Multi grain thresher	01
9	Double-walled grain storage bin	01
10	Nutribar making machine	01
11	Rotary Oven	01
	Fruits and Vegetable Processing line	
1.	IR drier	01
2	Solar refrigeration unit	02
3	Ripening Unit	01
4	Fruit washer	01
5	Hybrid solar dryer	01
6	Wax applicator	01
7	Computerized barcoding and labelling machine	01
8	Carbonated beverage line	01
	Spices processing line	
1.	Cryogenic grinding unit	01
2	Pulverizer with vibro sifter, cyclone and dust collection unit	01
3	RF Dryer	01
4	Bio reactor	01
5	Duct extraction system	01
6	Continuous packaging machine (VFFS machine)	01

B. Layout of the Incubation Center



Tender Form (Technical Bid)

(To be submitted by the bidder on their letter head. All Columns must be filled in. Relevant documents in relation to these must be enclosed with the technical bid. The bid will be examined on the same.)

S. No.	Particulars	Details (to be filled by the tenderer)	Enclosure Page no.
1.	Name of Firm with address, mobile/phone no. & e- mail.		
2.	Tender fee details (Amount DD no., Bank Name, Amount date)		
3.	EMD details (Amount, DD no., Date, Bank's Name a/c no. a/c holder name, Branch IFSC code)- (as per the mode of submission)		
4.	Bid security declaration		
5.	Type of Firm (Proprietor/ Partnership/ Pvt. Ltd./ Public Ltd.		
6.	Registration Number (Copy to be enclosed)		
7.	Year of Incorporation of the agency (copy to be enclosed) along with the latest registered address of corporate office.		
8.	Length of relevant experience in years		
9.	GST Registration(Copy to be enclosed)		
9.	PAN No. (Copy to be enclosed)		
10.	Please enclose details of experience in terms of processing plant run by bidder, capacity and through put Please also enclose either PO or performance certificate for bidders having experience as O&M agency		
11.	Annual Turnover of the company in Lakhs of Indian Rupees during last three years. (Copy to be enclosed or certificate issued by CA)		
12.	Complete list of manpower being proposed as per the ToR along with detailed CVs and a list of		

	additional manpower proposed by the bidder		
14.	Business Details		
15.	PAN No.		
16.	GST No.		
18.	Copies of Income Tax Return of last 3 Financial Years		
19.	An authorization letter of the firm in favor of the person signing the tender documents.		
20	Tender document with Annexure –I to Annexure V duly signed and stamped on each page as acceptance of the terms and condition laid down by Host Institute’s authority		

The above documents must be enclosed with proper pagination.

Signature.....

Name

Address

Mobile:

Seal of firm.

Date:-

.....

Evaluation Sheet

To be filled by the tender, which will be verified by the Bid Evaluation Committee/
Technical Evaluation Committee:

S.No	Criteria	Max. Marks	Marks claimed by the Tenderer	Marks verified by the Committee	Page No. Proof
1	Relevant Experience of the Bidder(Production/ Packaging/Marketing) 2 marks of each year of experience	10			
2	Financial Strength: Net Worth and Turnover (Enclose C.A. Certificate & Balance sheet)				
	i. 0 Marks for below Rs 5 Lakh ii. 5 Marks for Rs 5 lakh to less than Rs 6 lakh, iii. 10 marks for Rs 6 lakh to less than Rs 10 lakh, iv. 15 marks for Rs 10 lakh to less than Rs 15 lakh, v. 20 marks for Rs 15 lakh and above	20			
5	Business Plan and Presentation	20			
	Total	50			

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Registrar
Kerala Agricultural University

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: **TENDER selection of Operation and Management Company
Common Incubation Centre at.....**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the abovementioned Tender/Work from the web site(s) namely:.....as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Security Deposit absolutely and we shall not have any claim /right against deptt in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

To,
The Registrar
Kerala Agricultural University

Sir,

1. I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender 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.
3. We will run the Incubation Center in accordance to the clauses of the Terms of Reference and the Agreement. At any stage, if it is found that the substandard /deviation from the stipulated utilization of the Incubation Center has been done by us, we shall be liable for penalty and legal action.

Dated:

SIGNATURE OF THE TENDERER
WITH SEAL

NAME OF THE TENDERER
WITH ADDRESS

NOTE: Certificate as per above must be submitted only on non-judicial stamp paper of Rs. 200/- (Rs Two Hundred Only)

Form: Bid Security

Date:

Bid No.:

To

(insert complete name and address of the bidder) I/ We. The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

(c) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; or

(ii) thirty days after the expiration of the validity of my/our Bid.

Signed: **(insert signature of the person whose name and capacity are shown)** in the capacity of **(insert legal capacity of person signing the Bid Securing Declaration)**.

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: **(insert complete name of Bidder)**

Dated on _____ day of _____ **(insert date of signing)**

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)