



**ASSAM INDUSTRIAL DEVELOPMENT  
CORPORATION LIMITED**

**(A Government of Assam Undertaking)**

**R.G.Baruah Road, Guwahati-781 024**

**Ph. : 0361-2201215, 2202216, Fax : 0361-2200060**

Re-Request for Proposal for operation and maintenance of Regional Food Testing Laboratory at IID-Centre, Nalbari, Assam.

Memo No. AIDC/I&C/RFTL-IID-N/RO/01/20117

Date: 24.0.2018

AIDC invites proposal from **Companies / Registered Firms / Agency** having prior experience in operating and maintaining **NABL Accredited Food Testing Labs / Food Testing Labs / Laboratory** in India with sound technical and financial background **for operation and maintenance** of a **Regional Food Testing Laboratory** at IID-Centre, Nalbari under MoFPI scheme, Govt. of India fulfilling the eligibility criteria of RFP.

Request for Proposal (RFP) can be downloaded from the Govt. of Assam's web site [www.investinassam.com](http://www.investinassam.com) from **17:00 Hours on 27.09.2018 to 17:00 Hours on 04.10.2018**. The Managing Director, AIDC Ltd. reserves the right to accept or reject any or all the offers without assigning any reason thereof and his decision in this regard will be final and binding.

Sd/  
**MANAGING DIRECTOR**



**ASSAM INDUSTRIAL DEVELOPMENT  
CORPORATION LIMITED**

(A Government of Assam Undertaking)

R.G.Baruah Road, Guwahati-781 024

Ph. : 0361-2201215, 2202216, Fax : 0361-2200060

**RE-REQUEST FOR PROPOSAL (RFP)**

**FOR**

**OPERATION & MAINTENANCE OF NABL STANDARD REGIONAL FOOD**

**TESTING LABORATORY (RFTL) LOCATED AT IID-CENTRE, NALBARI IN  
THE DISTRICT OF NALBARI, ASSAM UNDER LEASE RENT MODE.**

**RFP can be downloaded : 27.09.2018 to 04.10.2018**

**Date of Site Visit : 08.10.2018**

**Date of Pre-Bid Meeting : 09.10.2018 2-00 P.M.**

**Last date of receiving Tender : 23.10.2018 2-00 P.M.**

**Date of Opening Tender : 23.10.2018 3-00 P.M.**

**RFP Document Fee : Rs.5000/- (Five thousand) only.  
(Non refundable).**

**Earnest Money Deposit (EMD) : Rs.2.00 lakh (Rupees Two lakhs)  
only**

**Validity Period : 90 days.**

**Assam Industrial Development Corporation Ltd.,**

**R.G. Baruah Road, Guwahati-781024**



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CORPORATION LIMITED**

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Request for Proposal (RFP) can be downloaded from AIDC's web site [www.aidcltd.com](http://www.aidcltd.com) from **17:00 Hours on 27.09.2018 to 17:00 Hours on 04.10.2018**. The Managing Director, AIDC Ltd. reserves the right to accept or reject any or all the offers without assigning any reason thereof and his decision in this regard will be final and binding.

Sd/  
**MANAGING DIRECTOR**

# INTRODUCTION

## Assam Industrial Development Corporation (AIDC):

### 1. Introduction

Assam Industrial Development Corporation Limited (AIDC) is the nodal agency for development of Regional Food Testing Laboratory in the state of Assam. Over viewing the overall growth of the food processing industry in North Eastern States there is a great potential of exporting various processed food to the international markets. Moreover with the help and support of agencies like APEDA and the Government, the North Eastern States are likely to have a great export market in the near future. But to export the raw and processed foods to the international markets certain standards concerning food safety needs to be followed. This requires **chemical and microbiological** analysis of the food samples by a certified food-testing laboratory. **Present scenario of sampling – samples are sent out of North East Region (NER) to laboratories located at in Kolkata, New Delhi etc. Problems / constrains faced by industries regarding testing of their samples in NER are – big time gap in receiving of reports, transportation of samples is itself a big issue (especially liquids) also it takes long time, degradation of samples also takes place due to longer transportation time, resulting in inconclusive results. This demands a need for a State of the art food testing lab for the region.** Hence there is need to set up a centralised food testing laboratory in the North Eastern States which can cater to the demands of the food industry.

So the need for setting up a centralized food-testing laboratory at IID- Nalbari can be summarized as follows:

- (i) **No Established Laboratory:** - There is no established laboratory in North East India, which is well equipped to cater to the needs of the growing food processing industry. North East Institute of Science and Technology (Erstwhile Regional Research Laboratory), Jorhat is only lab present whose major thrust is on R&D activities, which includes developing indigenous technologies by utilizing the immense natural wealth of NE India. Central Institute of Plastics Engineering & Technology, Guwahati an NABL accredited Lab is carrying out testing and quality control of plastic products and packaging materials as per various Indian/International Standards. However, no food testing is done. There are few other laboratories present in individual universities. However, they are not well equipped and do not have the capacity to analyze large volume of samples and variety of food samples.
- (ii) **Location:** IID-Nalbari in the District of Nalbari has been proposed for setting up Regional Food Testing and Research Laboratory as the extreme location of the North Eastern States makes access to other regions in the plain almost impossible. There are several points in favour of IID-Nalbari. The most important being connectivity to other places, developed city, availability of technical institutions and manpower in and around the IID-Nalbari, which are essential for running the lab. Further, the site of RFTL at IID-Nalbari is approximately **100 KM from Guwahati** and it is adjacent to North East Mega Food Park Ltd., which has already been set up with assistance from Govt. of India, Ministry of Food Processing Industries (MoFPI).

The Food Safety and standard Act, 2006 was enacted in 2006 to consolidate all the laws relating to food and to establish the **Food Safety and Standards Authority of India (FSSAI)** for laying down science-based standards for articles of food and for regulating their manufacture,

storage, distribution, sale and import, for ensuing availability of safe and wholesome food for human consumption in the Country. By virtue of the mandate given to FSSAI, Rules and Regulations hitherto implemented under various regulatory orders were repealed with effect from 5<sup>th</sup> August 2011.

The Food Authority is mandated to lay down the procedure, guidelines and notification of the accredited laboratories. FSSAI may notify laboratories and research institution accredited by NABL or any other accreditation agency. In addition to above, it also mandates the Food Authority to develop regulations for food testing laboratories, protocols for testing, audit of food safety systems and undertaking training and capacity building for laboratory staff and professional food analysis.

## 2. Assam Industrial Development Corporation (AIDC):

**On 21st April, 1965** in Shillong, the capital of undivided Assam, a company was formed to identify and promote large scale industries to achieve a socio economic change through rapid industrialization and bring the backward state of ours with varied physiographic, to the national mainstream under the proficient leadership of Industries Department, Government of Assam. The Company was named "**The Assam Major Industries Enterprise Corporation Limited**". The company started its ambitious mission modestly under the guidance of **Sri P.H. Trivedi, IAS**, the then Secretary, Industries, Govt. of Assam who was also the Executive Director of this corporation since its incorporation. The Company was renamed as "**Assam Industrial Development Corporation Limited**" on **29<sup>th</sup> October, 1966**. The company popularly known as '**AIDC**' is one of the Industrial **implementing agencies** in medium and large sector. Today, it stands as the catalyst in all aspects of Industrial development of the state, both in public and private sector. Since its inception AIDC has promoted a number of industrial units in the state sector as well as in joint/private sector.

The objectives of the Corporation for promotion of industries in the State are:

- Identification, promotion of medium and large industrial projects in the state.
- Implementation of the State Government's package of incentives for entrepreneurs.
- Providing financial assistance.
- Participation in equity capital in public and private sector undertakings.
- Rehabilitation and management of sick industries.
- Providing technical, financial, managerial and consultancy services to entrepreneurs.
- Development of human resources.
- Providing infrastructural support.
- Facilitating export promotion.

### 3. **Regional Food Testing Laboratory (RFTL), IID-Nalbari in the District of Nalbari, Assam.**

AIDC has its own RCC Regional Food Testing Laboratory (**G+1**) of **Rs.861.84 lakhs** at IID-Centre, Nalbari in the District of Nalbari, Assam on a land area of around **3000 Sq.m** with financial assistance of Government of India ( MoFPI) and Government of Assam. The most important being connectivity to other places, developed city, availability of technical institutions and manpower in and around the IID-Nalbari, which are most essential for running the lab. Further, the site of RFTL at IID-Nalbari is approximately **100 KM from Guwahati** and it is adjacent to North East Mega Food Park Ltd., which has already been set up with assistance from Govt. of India, Ministry of Food Processing Industries (MoFPI).

#### **Total Built up Area of RFTL :-**

Ground Floor : 780.78 Sq.m

First Floor : 790.48 Sq.m

**Total : 1571.26 Sq.m**

AIDC is considering to hand over the post harvest infrastructure facilities **under RFTL** as mentioned above to a **Companies / Registered Firms / Agency to Operate and Maintain** basis for a period of **10 (ten) years** against **Annual Lease Rent** to be offered by the **Selected Bidder** as their financial bid., which may be extended on satisfactory performance for a further period of **10 (ten) years**. The interested bidders can carry out the on-site visit on 08.10.2018 with prior written information to the Managing Director, AIDC Mobile No: 9435500009.

#### 4. **ARRANGEMENT FOR PROJECT DEVELOPMENT:**

AIDC proposes to develop the proposed project through **Companies / Registered Firms / Agency** and investment in the following manner.

##### **(1) Role of AIDC Ltd.**

AIDC is entrusted with responsibilities of creating the project facilities viz. NABL standard Regional Food Testing Laboratory at IID-Centre, Nalbari. **The ownership of the assets created shall remain with AIDC Ltd.** It shall also act as facilitator with the State Government of Assam and other agencies for organizing into setting up of RFTL.

##### **AIDC Ltd. would also play a regulatory role:-**

- Random Inspection of Operation at any of the facilities, as desired by AIDC Ltd. AIDC may direct the successful bidder to undertake whatever steps are required for proper upkeep & maintenance of the facilities or remove any shortcoming observed in the operation at their own costs.
- Perform all other roles and responsibilities as specified in the Lease Agreement.

**(2) Role of the Successful Bidder:**

- I. The Successful Bidder would be responsible for Operation and Maintenance of the RFTL project, IID-Centre, Nalbari for entire “**Lease Period**” of **Ten (10) years, which may be extended on satisfactory performance for a further period of 10 (ten) years..** The lease period would commence from the date of handing over the completed project facilities to the Successful Bidder by AIDC Ltd.
- II. The Successful Bidder has the option of putting up additional facilities at any of the available sites for which entire construction cost have to be funded by the Successful Bidder. Any such additional facilities can be set up only after the approval of AIDC Ltd.
- III. The Successful Bidder can avail financial assistance under relevant Government Schemes for the additional facilities, if any, put up by him. No security or hypothecation of movable / fixed assets will be allowed except hypothecation of stock for availing working capital finance.

**During the period of lease, the Successful Bidder shall be responsible for the following activities:-**

- a) To equip RFTL, IID-Centre, Nalbari with complete testing facilities as per the requirements of FSSR (i.e. **Food Safety and Standards Regulations**) along with the required manpower to fully maintain and run the laboratory. The indicative **list of equipment** to be provided is given at **Sl.No. -23, annex-III.**
- b) The successful bidder will have to carry out necessary **complementary civil and electrical work** required for proper set up and functioning of the laboratory and commissioning of the aforesaid equipment facilities, including but not limited to provision of **HVAC ( Heating, Ventilation and Air Conditioning)** system for **Chemical and Microbiology laboratory**, Gas piping work, wherever required, providing **suitable laboratory furniture**, carrying out **minor structural modifications / additions** required for access to the room etc. Detailed plan of the civil modifications required will have to be submitted by all the bidders and will be subject to approval of the **AIDC.**
- c) The complementary electrical works will include the provision of **LED** light at all additional light points in the **RFTL, IID-Centre, Nalbari.**
- d) Suitable provision for **Air Conditioning** at **RFTL, IID-Centre, Nalbari** will also have to be made by the **successful bidders.**
- e) Successful bidder will also have to make the provision for **effluent treatment and water softening.** The effluent treatment system and water softening plant do not exist at present. The bidders are advised to carry out an **onsite inspection** of the facilities to ascertain their suitability for providing the same.
- f) Successful bidder will have to provide the requisite **Scientific and Technical manpower** and supporting human resource at **RFTL, IID-Centre, Nalbari** for operation and

maintenance of various analytical facilities (**Indicated list given Sl.No - 5 below**) and **housekeeping staff**.

- g) The successful bidder will ensure NABL, accreditation of RFTL, IID-Centre, Nalbari within a period of one year from the date of handing over the laboratory with necessary lab equipments. (as per Rule 2.4.2 of FSSR-2011 for analysis of food samples by Food Analysis) for all safety and quality parameters specific in FSSR-2011 and amendments thereafter, if any, including heavy metals, pesticide residues, antibiotic residues, Chemical, Microbiological testing etc.**
- h) At least one expertise of FSSAI should be invited by the successful bidder to attend and recommend Technical Manager (Food Analyst) and Quality Manager along with the Head Sample Cell during selection procedure to get easy recognition of the lab from FSSAI.**
- i) AIDC's RFTL will retain the legal identity of the laboratory.**
- j) The laboratory will be handed over in as is where is basis along with the facilities already available and successful bidder will be responsible for the complete maintenance and daily running of the laboratory.**
- k) The Successful Bidder shall take over the project facilities within 45 (forty five ) days from the date of offer of the lease within which period the bidder shall have to deposit the 3 month's lease rent as Security Deposit and execute the Lease Agreement with AIDC for operation and maintenance of the facilities the RFTL lab at IID-Centre, Nalbari.**
- l) Overall proper Operation & Maintenance of the facilities using own fund.**
- m) Comprehensive Insurance Cover for the project facilities in favour of AIDC Ltd. covering all types of risks.**
- n) The Successful Bidder shall pay the Annual Lease Rent in quarterly basis and the same shall be paid on or before the 7<sup>th</sup> day of preliminary month of every English Calendar month of quarter from the date of signing of Lease Agreement. 18 % interest will be charged on defaulted amount for the period of default as penalty and AIDC Ltd. shall have the right to take back the property cancelling the Lease Agreement.**
- o) The successful bidder will have to make provision towards the security and housekeeping arrangement of the RFTL, Nalbari. The successful bidder can outsource the work related to security and housekeeping activity, if so desires. However, no cost towards the same will be payable by AIDC.**
- p) The bidders are advised to carry out a site visit to RFTL, Nalbari from 19.08.2018 to 20.08.2018 with prior information to the Managing Director, AIDC in their own interest to assess the existing facilities and ascertain the requirements from their end.**



## 5. Indicative Requirement of Scientific and Technical Manpower.

Sl.No.	Designation	Total Number (As proposed by the bidder)
1	Representative Technical Manager Chemistry	
2	Deputy Technical Manager Chemistry	
3	Representative Technical Manager Microbiology.	
4	Deputy Technical Manager Microbiology.	
5	Representative Quality Assurance Manager.	
6	Deputy Quality Assurance Manager.	
7	Quality Assurance Executive.	
8	Analyst Chemistry.	
9	Analyst, Microbiology	
10	Data entry Operators and Sample Cell Support Staff.	
11	Lab Attendant	

- a) The Educational Qualification Experience etc. of the manpower has to be in accordance with the requirement of ISO 17025 which to be ensured by the successful bidder.

## 6. ELIGIBILITY OF BIDDERS:

AIDC Ltd. decided to offer the RFTL project facilities at IID-Centre, Nalbari to **Companies / Registered Firms / Agency** who have the capability to bring the required technical, engineering and financial resources for the project. Reputed **Companies / Registered Firms / Agency** who have experience and expertise in developing and operating such project with the required financial capability, may download the RFP documents, if they meet the following criteria:-

- a) The Bidders (**i.e. Companies / Registered Firms / Agency**) should have prior experience in developing and operating **at least one (1)** (National Accreditation Board of Testing and Calibration Laboratories) **NABL Food Testing Laboratory / Food Testing Laboratory** in India for Operation and Maintenance of NABL standard **Regional Food Testing Laboratory** located at IID-Centre, Nalbari.
- b) A brief detail of the **Company / Firm / Agency** should be submitted.
- c) Documentary proof towards the Operation and Maintenance of NABL accredited Food Testing Laboratory in India for the past **3 years**.
- d) **A revenue generation model** is to be submitted by the Firm.

- e) Bidder must have annualized average financial turnover exceeding **Rs.5.00 crores** during last **3 (three)** ending 31 march, 2018. Bidder must submit copies of audited accounts for the last three (3) years.

Bidders are required to work out their eligibility scores based on the Eligibility Criteria given in the table below. **The Price Bid of only those bidders shall be opened who will score a minimum of 60 marks in the evaluation process.** Bidders are required to submit their self evaluation scores with documentary proof in support.

Sl. No.	Eligibility Criteria	Marks allotted	Total marks	Information required to be provided by the bidder
1	Operation of food testing laboratories in India at different locations for the past 3 years. The laboratories at various locations should currently be accredited by NABL.	10 for each location. Laboratories at 2 and more than 2 locations will be awarded the maximum marks of 20 (twenty).	Maximum 20	Name and location of each of the labs operated by the bidder. Copy of NABL accreditation certificates along with documentary proof towards accreditation to be enclosed.
2	NABL, Scope of testing in the laboratory of the successful bidder should have the following parameters; Heavy Metals Pesticide residues Microbiological Parameters	5 5 5	Maximum 15	Information as desired under along with supporting document in from of NABL scope.
3	Food categories out of 11 as per FSSR (Food Safety Standard Regulation) should be converted in the NABL	4 for each food product category. 5 and more than 5	Maximum 20	

	scope of lab.	food categories will be awarded the maximum marks of 20.		
4	<p><b>Financial strength of the bidder;</b> Bidder will get <b>10 marks</b> for minimum turnover of <b>Rs.5 crore</b> for his total revenue from food testing laboratory. To avail <b>25 marks</b>, the bidder should have a minimum turnover of <b>Rs.10 crore</b> and more in the past 3 (three) years.</p>	10 marks for minimum turnover of Rs.5 crore and its multiple.	Maximum 25	Financial statements certified by Company Secretary / Chartered Accountant for the past 3 (three) years
5	<p><b>Technical competency of the manpower</b> to be supplied at RFTL ;  <b>1. Deputy Head Chemical:</b>  Bidder will get <b>5 marks</b> for minimum qualification of <b>post graduation</b> of the Dy. Head Chemical section. <b>1 mark</b> for additional <b>PhD</b> qualification and <b>2 marks</b> additional will be given if he / she is a qualified <b>Food Analysis</b>. NABL Signatory experience will fetch the bidder an additional <b>2 marks</b>.  <b>2. Deputy Head Microbiology:</b>  Bidder will get <b>5 marks</b> for minimum qualification of <b>post graduation</b> of the Dy. Head Microbiological section. <b>1 mark</b> for additional <b>PhD</b> qualification and <b>2 marks</b> additional will be given if he / she is a qualified <b>Food Analysis</b>. NABL Signatory experience will fetch the bidder an additional <b>2 marks</b>.</p>		Maximum 20	Qualification of the persons who will be provided at RFTL, IID-Nalbari, Assam

Note :

1. The technical bid has to be filled in the above format only along with all the supporting and explanatory details for which separate sheet can be enclosed. NABL scope copy, financial statement and resumes of proposed deputy head with supporting documentary proof to be submitted.
2. Any incorrect information in the technical bid will make the bidder liable for rejection directly.
3. No financial cost should be mentioned in the technical bid and the same shall be provided separately in a sealed envelope marked financial bid.

Name:

Signature:

Designation:

Date:

Seal:

To be filled in the format given above and signed by the authorized representative of the bidder.

7. **CONDITIONS APPLICABLE TO BIDDERS:**

- a) All Terms & Conditions in this RFP document are duly accepted by all the bidders.
- b) All Bids must be unconditional. Conditional bids, if any, are liable to be rejected.
- c) On submission of Bid, each of the Bidders shall be taken to have agreed and accepted that they will as a condition keep the Bids valid for acceptance by AIDC for a period of **90 days** from the last date fixed for submission of the Bids and shall not be entitled to withdraw or the bids submitted at any time during the aforesaid period.
- d) Bidders to submit their Bids based on bid documents including **Lease Agreement** provided with RFP.
- e) It is a condition of Bid that the bidders accept the documents i.e. including the **Lease Agreement** and agree to be bound by the terms and conditions therein. Government shall have no obligation to the bidders to discuss or negotiate any agreement or terms thereof either before or after the submission of the bids.

8. **EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY, RFP DOCUMENT FEE AND SECURITY DEPOSIT:**

All the bidders are required to furnish with the **Technical Bid** an Earnest Money Deposit (EMD) / Bid Security of **Rs 2,00,000.00** (Rupees Two Lacs only) along with **RFP Document fee (non refundable)** of **Rs.5000/-** (Rupees five thousand only which are in the form of a Demand Draft in favour of "Assam Industrial Development Corporation Limited" payable at Guwahati. The EMD shall be valid for a period of **90 days** from the last date fixed for submission of the bids. EMD of unsuccessful bidders will be released by AIDC Ltd. on completion of bidding process through signing of **Lease Agreement** with the successful bidder. EMD of the successful bidder will be retained by AIDC Ltd. and converted into part of Security Deposit.

- a) Any Bid not accompanied by **EMD and RFP Document Fee** shall be summarily rejected by AIDC as non-responsive.
- b) The Successful Bidder should deposit **3 (three) month's rent** by Demand Draft payable at Guwahati in favour of "Assam Industrial Development Corporation Limited" towards **Security Money** after the date of issue **LoI**. It will be released by AIDC without any interest in due time.
- c) EMD will be released to the Successful Bidder after deposit of full amount of Security Deposit.
- d) The EMD may be forfeited, if the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form or any extension thereof. Bidder does not respond or request for clarification of their Bid, or Bidder fails to co-operate during bid evaluation procedure. In the case successful bidder, if the bidder fails to sign the **Lease Agreement** within the time limit specified in the Letter of Intent issued to the Bidder who has been declared successful and whose bid has been accepted by AIDC Ltd. However, this excludes the occurrence of any Force Majeure. Bidder / any bidding cease to carry on business or become insolvent.

9. **GENERAL TERMS AND CONDITIONS:**

- a) AIDC Ltd. reserves the right to reject all or any of the bids, if it considers necessary to do so, and / or to withdraw from the setting up of the proposal project or any part of the process or to vary any of its terms at any time without giving any reason thereof and / or to require Bidders to submit revised Bids on such basis as AIDC Ltd. may determine.
- b) AIDC Ltd. at its sole discretion is entitled to assign any of its rights under this document or otherwise nominate any Company owned or controlled by the Government of Assam, to undertake the work on behalf of the AIDC Ltd. under this document.

- c) AIDC Ltd. also reserves the right to change the timing and any other aspect of the proposed project (including whether to proceed with the proposed project at any time without giving any reason thereof.
- d) Each Bidder / Bidding Entity has responsibility for all costs, expenses and liabilities by it in connection with preparation and / or submission of the Bids.
- e) Requesting and / or receiving the Bids will not constitute a commitment by the AIDC Ltd. to enter any agreement, undertaking or covenant with a Bidder / Bidding Entity.
- f) Each of the Bidder / Bidding Entities should make its own independent assessment and seek its own professional, financial and legal advice in considering submission of Bid.

- **Whilst the information in the RFP documents has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither AIDC Ltd. nor any of their officers or employees, nor any of its adviser or consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to, or make any representation or warranty, express or implied, with respect to, the information contained in the RFP documents or on which such documents are based or with respect to any written or oral information made or to be made available to any of the bidding Entities or its professional advisers and liability therefore is hereby expressly disclaimed.**
- By participating in the bid each of the bidders and bidding entities shall be deemed to have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of AIDC Ltd., its representatives or consultants. The Bidders / Bidding Entities should conduct their own investigation and analysis of the proposed project and all matter connected with it, the information contained in the RFP documents and any other information provided to or obtained by the Bidders / Bidding Entities or any of them.
- The information contained in the RFP documents is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport, to contain all the information that a bidder may require. Neither the Government nor any of its advisers undertake to provide any bidder with access to any additional information in the RFP. Each Bidder / Bidding Entities must conduct its own analysis of the information contained in the RFP document and is advised to carry out its own investigation in relation to the proposed project, the legislative and regulatory regime which applies in Assam and any and all the

matters pertinent to the project operations and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project.

#### 10. **DISQUALIFICATION OF BIDDERS**

AIDC Ltd. may in its sole discretion and at any time during the processing of RFP, disqualify any bidder from the RFP process if the bidder has:-

- a) Submitted the RFP after the scheduled date and time.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) If found to have a record of poor performance such as abandoning works, not properly completing the project, inordinately delaying completion, being involved in litigation or financial failures etc.
- d) Submitted RFP not given in formats and / or not accompanied by required documentation and Earnest Money Deposit (EMD).
- e) Failed to provide clarifications related thereto, when sought.
- f) Submitted more than one (1) RFP. This will cause disqualification of all or subsequent to first or last RFP submitted by such applicants.
- g) Bidder who are found to canvass, influence or attempt to influence the qualification or selection process, in any manner that may be, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- h) A Bid not valid for at least 90 days shall be considered as non-responsive and would be disqualified.

#### 11. **“LEASE AGREEMENT”:**

The successful Bidder would sign a **“Lease Agreement”** with AIDC Ltd. for all activities to be performed by the successful bidder pertaining to the RFTL project, IID-Centre, Nalbari. The Agreement would be the basis of determining the arrangement between the Successful Bidder and AIDC Ltd. including time and mode of payment of lease rent and penalties in case of default in payment of lease rent. (A **copy of Lease Agreement** is enclosed at **Annexure-II** of the RFP document)

#### 12. **SELECTION PROCESS:**

The following selection process will be carried out:

- a) Opening of RFP bids and evaluating them following the price bids evaluation methodology.
- b) The qualified bidder offering highest amount of Annual Lease Rent to AIDC Ltd. for the RFTL project would be selected as the Successful Bidder. AIDC Ltd., however,

reserves the right to fix the maximum Lease Rent for the project facilities and reject any offer below this minimum Lease Rent amount.

- c) If two qualified Bidders have quoted the same amount of Annual Lease rent in their price bid, the bidder who has the higher eligibility score would be selected.

**13. PRICE BID EVALUATION FORMAT:**

Bidder has to submit the “**Price Bid**” in the attached format with RFP (**refer Annexure-I**).

- a) Any condition attached to the Price Bid would be considered as non-conforming proposed by AIDC Ltd. and the Price Bid is liable to be rejected.

**14. PRE-BID MEETING:**

A Pre-Bid meeting will be held in conference room of AIDC Ltd, Guwahati on **09.10.2018** in which the prospective bidders shall be able to put their queries regarding the project and the RFP document.

**15. BID SUBMISSION DUE DATE:**

Proposal responding to this RFP should be submitted by **2.00 P.M. of 23.10.2018** at the address given below:

Managing Director,  
Assam Industrial Development Corporation Ltd.,  
R.G. Baruah Road,  
Guwahati-781024 (Assam)  
(Tele:0361-2201215,2202216)

Bids may be sent registered mail, courier or delivered by hand. On hand delivery, the bidder should ensure receipt from AIDC Ltd. evidencing receipt before the deadline.

(Note: Proposal sent by fax / e-mail shall not be acceptable)

**16. NUMBER OF BIDS:**

Each Bidder may submit only one Bid.

**17. CHANGES TO SUBMITTED BID:**

Any materials changes to a submitted bid, other than a change in the membership of the consortium, must be reserved by the Bid due date. Materials changes in the Bid terms will not be permitted after the Bid due date.

**18. FORMAT AND SIGNING OF BID:**

The Bidder shall complete and submit the Bid in original as Annexure-1 of this RFP document. The proposal shall be signed and stamped by the Bidder.



**19. SEALING AND MARKING OF BID:**

The Bidder shall send the proposal in **one sealed envelope** addressing to:

Managing Director,  
Assam Industrial Development Corporation Ltd.,  
R.G. Baruah Road,  
Guwahati-781024 (Assam)  
(Tele:0361-2201215,2202216)

The Price Bid in the given format shall be sealed in a **smaller envelop** bearing the mark “**Price Bid**” for Operation & Maintenance of RFTL, IID\_Centre, Nalbari and inserted into a **Bigger envelope** containing the Self-Evaluation and supporting documents.

Both the envelopes, **the bigger and smaller** shall indicate the name and address of the bidder to enable the proposal to be returned unopened in case it is declared late or is otherwise unacceptable. If the envelope is not sealed and marked as instructed above, AIDC Ltd. assumes no responsibility for misplacement or premature opening of the proposal submitted.

**20. DAMAGES FOR BREACH OF CONTRACT:**

AIDC Ltd. shall be entitled to recover damages for breach of the concession contract by the Successful Bidder.

**21. SECURITY DEPOSIT:**

The selected Bidder shall be required to provide a Demand Draft for total amount of **3 (three) months lease rent towards the Security Deposit** in favour of “Assam Industrial Development Corporation Limited”. This Security Deposit shall be for the entire duration of the **Lease Agreement** and shall cover damages payable to AIDC Ltd. for failure of Successful Bidder to operate the project facilities or any damages / losses caused to the project facilities. The EMD of Successful Bidder shall be converted into part of **Security Deposit** and the remaining amount of Security Deposit shall be deposited in the form of Demand Draft in favour of “Assam Industrial Development Corporation Limited” by the successful bidder before signing of the **Lease Agreement**. The Security Deposit shall be released without any interest by AIDC on completion of the Lease Period, subject to satisfaction of claims, if any, against the Successful Bidder.

**22. Minimum Reserve Price (Annual Lease Rent)**

RFTL at IID-Centre, Nalbari : **Rs. 24.00 laskh**

**ANNEXURE-I**

To,  
Managing Director,  
Assam Industrial Development Corporation Ltd.  
R.G. Baruah Road,  
Guwahati-781024 (Assam)

Sub: Operation and Maintenance of Regional Food Testing Laboratory (RFTL) at IID-Centre, Nalbari

I / We hereby tender to Operate & Maintain the RFTL at IID-Centre, Nalbari in the District of Nalbari, and Assam as per the Terms & Conditions of this Tender, at the following Annual Lease Rent payable to AIDC Ltd.

<b>Description</b>	<b>Bid</b>
Regional Food Testing Laboratory (RFTL) at IID-Centre, Nalbari	Rs.  In words (Rupess )

Should this tender be accepted I / We hereby agree to abide by and fulfill all the Terms & Conditions and provisions of the said conditions of contract, and in case of any default therefore, to forfeit and to pay the AIDC Ltd. the sum of money mentioned in the said conditions of contract.

SIGNATURE .....

DEGIGNATION.....

Company Seal

COMPANY / ENTITY .....

Place .....

DATE :

**ANNEXURE – II**

**LEASE AGREEMENT**

1. THIS AGREEMENT is made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2018 BETWEEN

(1) ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (hereinafter referred to as "AIDC" or the "**LESSOR / FIRST PARTY**") a corporation under Department of Industries, Government of Assam whose Head Office is situated at R.G. Barua Road, Guwahati – 781 024, Assam.

(2) \_\_\_\_\_, a company/ entity incorporated under \_\_\_\_\_ whose Registered Office is located at \_\_\_\_\_ ( hereinafter referred to as the "**LESSEE / SECOND PARTY**" which expression shall include its administrators, successors and permitted assigns);

**WHEREAS**

- (A) AIDC is entrusted with the task of development of infrastructure under AIDC's Regional Food Testing Laboratory (RFTL) for food products in the state of Assam for which it has planned to set up a NABL standard RFTL at IID-Centre, Nalbari and offer these project facilities to Private Sector to Run, Operate & Maintain;
- (B) After detailed evaluation of the Request for Proposals based on the technical and financial criteria specified the Concessionaire was selected for implementing the project, and a Letter of Intent dated \_\_\_\_\_ issued;
- (C) AIDC / Lessor and the Lessee now desire to enter into this agreement (the "Lease Agreement" or "this Agreement") to grant the **Lessee** the right to run, operate and maintain the Project facilities over the time and in the manner spelt out in the Request for Proposal and in accordance with such further agreements ancillary agreements as may be entered into between the parties;

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS**

**LESSEE:-**

Lessee means \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ whose Registered Office is located at \_\_\_\_\_ for undertaking the work and shall include their administrators, successors and permitted assigns);

**Engineer-in-Charge:-**

The Engineer-in-Charge shall mean the authorized Engineer representative of AIDC.

**State Government:-**

State Government shall mean the Government of Assam in whose territory the Project sites are situated, referred to as GOA in this Agreement.

**Project Facilities:-**

The Project Facilities shall mean RFTL at IID-Centre, Nalbari, Assam which is being constructed by AIDC and offered to the Concessionaire to run, operate and maintain during the concession period. (Details of Equipment & Infrastructure set up by AIDC at the Project Facilities have been listed in Appendix \_\_\_ of this Agreement)

**1.5 Project:-**

The Project shall mean taking over the Project Facilities by the Lessee from AIDC to run, operate and maintain during the Lease Period and hand over the same to AIDC on Termination.

**1.6 Lease Rent Period**

The Lease Period shall mean period of **10 (ten) years** during which the Lessee shall run, operate & maintain the Project Facilities, which may be extended on satisfactory performance for further period of **10 (ten) years** . The Lease Period would commence from the date of handing over of the Project Facilities to Lessee

by Lessor /AIDC i.e \_\_\_\_\_(which will be the “Commencement date”) and end on completion of Ten Year period i.e \_\_\_\_\_ (which will be the “Termination date”).

### 1.7 Termination

Termination shall mean termination of the Lease Agreement. In the event, the Agreement does not get terminated; it shall expire on the Termination Date.

## 2. CONTRACT DOCUMENTS

All the tender documents for Project Facilities under Run, Operate & Maintain Scheme and the letter of acceptance of offer issued under reference to be indicated in favour of the Lessee along with :

- |      |             |  |
|------|-------------|--|
| i)   | SECTION –I  | LETTER OF INTENT   |
| ii)  | SECTION-II  | LETTER OF ACCEPTANCE   |
| iii) | SECTION-III | LEASE AGREEMENT  |
| iv)  | SECTION-IV  | PROPOSAL OF THE LESSEE   |
| v)   | SECTION-V   | RELEVANT CORRESPONDENCE BETWEEN AIDC / LESSOR AND LESSEE   |
| vi)  | SECTION-VI  | LIST OF EQUIPMENT & INFRASTRUCTURE IN PROJECT FACILITIES DEVELOPED BY AIDC WHICH ARE HANDED OVER TO LESSEE |

shall be deemed to form and be read and construed as part of this agreement ( all the documents and letters are hereinafter collectively referred to as “Contract Documents”)

- 2.1 The words and expressions used in this Agreement shall have the same meaning as are respectively assigned to them in the Contract Documents.

### 3. IMPLEMENTATION OF THE PROJECT BY THE LESSEE:

#### 3.1 Run, Operate and Maintain The Concessionaire shall:

- 3.1.1 Carry out Operation and Maintenance of the Project Facilities for the duration of the Lease Rent Period to the satisfaction of AIDC;
- 3.1.2 That the Successful Bidder shall deposit **Security Money** that will be sum of 3 months' rent within of 7 days from the date of signing of Lease Agreement **in addition to monthly lease rent** and the security amount shall remain with the first party till expiry of the contract period and shall not bear any interest.
- 3.1.3 That the successful Bidder shall submit documentary evidence for the comprehensive Insurance Cover of the existing facility in respect of the RFTL project covering all type of risks in favour of the AIDC Ltd. within a period of 15 days from the date of signing of this agreement.
- 3.1.4 That the Successful Bidder shall pay the Annual Lease Rent **in quarterly basis** and the same shall be paid on or before the 7<sup>th</sup> day of preliminary month of every English Calendar month of quarter from date of signing of **Lease Agreement**.
- 3.1.5 Carry out improvements and/or further extension (if so desired by the Lessee) to the Project Facilities subject to the approval of AIDC and in accordance with the provisions of the Agreement or such other agreements to be entered into from time to time. However, for any proposed structural modification of the building, written intimation along with all relevant drawings shall have to be submitted to AIDC in advance of minimum 30 (thirty) days to get approval from AIDC Ltd. Approval of M.D., AIDC is mandatory in this regard.
- 3.1.6 Undertake a Comprehensive Insurance Cover for the Project Facilities covering all types of risk, in favour of AIDC. Additional facilities created by successful bidder will have the insurance cover in favour of successful bidder. Documentary evidence will be submitted to AIDC in this regard.
- 3.1.7 Seek Approvals & Clearances from various government agencies as are mandatory for running the project;
- 3.1.8 Work with AIDC, State Government, Other agencies, Farmer Groups in setting up of sub-sample collection centers by farmer groups or co-operative bodies.

#### 3.2 **Conditions Precedent:**

The rights and obligations of the parties under this Agreement shall be conditional upon:

- 3.2.1 The Handing Over to Lessee by Lessor / AIDC of the Project Facilities as specified in the Bid;
- 3.2.2 The agreements and other documents comprising "contract documents" having been approved by AIDC; and
- 3.2.3 Regular and Timely Payment of Lease Rent by Lessee to Lessor / AIDC during the lease period.

#### 4. GRANT OF LEASE AND VACANT POSSESSION

- 4.1 AIDC hereby grants the Lessee the exclusive right to run, operate and maintain the Project Facilities in accordance with the terms and conditions and specifications specified in the RFP and “Contract Documents”.
- 4.2 On the Commencement Date of Lease Period AIDC shall grant, at its own cost and expense, to the Lessee Vacant Possession of the Project facilities and against Annual Lease payment, payable by Lessee in advance, as per detail given below:

##### ANNUAL LEASE RENT

Year	Total Annual Lease Rent for RFTL, IID_Centre, Nalbari	Due Date of Payment
1 <sup>st</sup> year	Rs.	
2 <sup>nd</sup> year	Rs.	
3 <sup>rd</sup> year	Rs.	
4 <sup>th</sup> year	Rs.	
5 <sup>th</sup> year	Rs.	

- 4.3 The successful bidder shall take over the project facilities within 45 days from the date of acceptance of the LOI or the date of handover of the project facilities whichever is later. Within this period, the bidder shall have to deposit the lease rent for the first year and execute the Lease Agreement.
- 4.4 The successful bidder shall have to deposit the Annual Lease Rent within 30 days from the date of commencement of each succeeding year for the total lease period of **10 (ten)** years. After expiry of the prescribed period, 18% (eighteen percent) interest shall be charged as penalty on the defaulted amount for the period of default. AIDC Ltd. shall have the right to cancel the Lease Agreement if the Annual Lease Rent is not deposited within the stipulated period and take back the facilities.

#### 5. STIPULATIONS:

- 5.1 The **Lessee** should carry out his own study and assessment relating to the Project through site visit to cover field survey, business potential and investigations. The Lessee shall not be entitled to make any claim against AIDC whether in damages or for extension of Lease Period (save in accordance with this Agreement) on the grounds that incorrect or insufficient information relating to the Project was given to it.

- 5.2 AIDC shall not be liable for any tender data and the Lessee may obtain on his own all information about the relevant lands.
- 5.3 During the period of the Lease, the Lessee shall be free to charge at any rates for storage samples & testing services or testing owned produce for profits.
- 5.4 The Lessee will have to make own arrangements for procuring all the materials, trained manpower etc. required for the project.
- 5.5 The Lessee shall insure the proposed facilities and all his labour and staff.
- 5.6 The Lessee shall indemnify, and keep indemnified the AIDC during the Lease period, against all claims of liabilities by any party resulting from damages, accidents or any other reasons whatsoever to third parties.
- 5.7 In any case in which under any clause of this contract, the Lessee shall have rendered himself liable to pay damages amounting to whole of his **Security Deposit** or in the case of abandonment of the Project owing to any cause, or defaulted in payment of Annual Lease Rent, the AIDC shall have power to adopt the following course, as may be best suited to the interest of AIDC:
- a) To rescind and terminate the contract (for which rescission in writing to the Lessee under the hand of Engineer-in-Charge shall be conclusive evidence) and in that case the Security Deposit of the Lessee shall stand forfeited and be absolutely at the disposal of AIDC.
- 5.8 The AIDC reserves absolute right to take over the Project facilities at any time after allowing such time, as it may deem fit, to the Lessee for closing the Project operations. The Lessee shall, on receipt of the order for suspension of Project in writing of the Engineer-in-Charge, suspend the project operations for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
- i) On account of continued non-compliance of the instructions of the AIDC or any default on the part of the Lessee, or
  - ii) For safety of the Project Facilities or part thereof or for any other reasons.
- 5.9 The Lessee shall, during such suspension, properly protect and secure the Project Facilities to the extent necessary and carry out the instructions given in that regard by the Engineer-in-Charge. If the suspension is ordered for reasons (ii) and (iii) in sub-para 5.8 above, the Lessee maybe



entitled to an extension of time in Lease Period equal to the period of every such suspension time at the discretion of AIDC.

- 5.10 If at any time the suspension is ordered for reasons specified in (i) in sub-para 5.8 above, the AIDC shall have powers to rescind the Agreement.
- 5.11 If, for any reasons, the AIDC causes the Lessee to abandon the project mid way, then the Lease Rent paid in advance for that year by the Lessee shall be repaid to the Lessee for excess amount in that year by AIDC. This payment will be arrived at on pro-rata basis calculated for the remaining period of that year for which Annual Lease Rent has been paid by the Lessee to AIDC.
- 5.12 The Lessee shall ensure full protection of the facility during the Lessee period and shall not be entitled to remove any equipment or part of the equipment of the Project facilities from the Project sites without prior written approval of AIDC. The Engineer-in-Charge or any authorized representative of AIDC shall be free to inspect the facility at any time during the Lease period to verify the physical existence of all the installed equipment at the project sites. The Lessee shall provide Security Deposit to the AIDC to make good any shortfall(s) found in the list of plant and equipment installed in the Project facilities, at the time of handing over of the project facility to AIDC on completion of the Lease period.
- 5.13 AIDC will claim depreciation cost on capital investment made by them for the RFTL project facilities. Successful Bidder has the right to claim depreciation on capital investment made by them in creating additional facilities.
- 5.14 AIDC wants to ensure a smooth operation and shall help the successful bidder to run the facility properly in all possible way including establishing linkage with the farmers.

## **6. SECURITY DEPOSIT:**

- 6.1 The Lessee shall have to deposit with AIDC Security Deposit Money against any claims, losses or damages to AIDC during the concession period.
- 6.2 The Security Deposit Money shall be in the form of Demand Draft in favour of "Assam Industrial Development Corporation Limited" payable at

Guwahati from a Nationalized / Scheduled Bank of India. This will be made valid for the duration of the Lease Period and shall remain with the AIDC for the same period.

- 6.3 Any claims or damages against the Lessee by the AIDC during the Lease Period shall be adjusted against the Security Deposit Money. The balance amount of Security Deposit, after adjustment of claims, if any, shall be released by AIDC without interest on completion of the lease period and successful handing over of the facility to the AIDC by the Lessee.

## **7. SPECIFICATIONS FOR MAINTENANCE**

- 7.1 The Lessee shall repair and maintain the Project facilities and keep them in the same conditions and standard as it was constructed, with necessary repairs and maintenance at his own cost.
- 7.2 The refurbishing cost of capital replacement, after initial life of Project Facilities or due to any contingency requiring replacement shall be borne by the Lessee. The specification for items of repair and maintenance shall be as per directions of Engineer In-charge. The Lessee shall, in consultation with the Engineer-in-Charge evolve repairs and maintenance manual for systematic monitoring of the maintenance of Project facilities. Periodicity of inspection, both routine and major shall be fixed and inspection shall be carried out jointly by the Engineer In-charge and authorized representative of the Lessee. AIDC shall hand over all the specifications, manuals etc. for better maintenance purpose. Besides, AIDC shall provide information such as life of the facility and the parts so that replacement can be arranged well before time.

## **8. ADDITIONAL CONDITIONS:**

### **8.1 GENERAL**

The Lessee shall be deemed to have carefully studied the Project facilities and site conditions, and various other data and shall be deemed to have visited the Project sites and to have fully informed himself regarding the local conditions. He shall be deemed to have carried out his own surveys and investigations and assessment of site conditions. He is deemed to be fully aware of all statutory requirements including those concerning with labor and the local conditions/status of availability and employment of laborers. He is deemed to have made his own assessment of present and future business potential. The data given by the AIDC is made available in good faith only for general information without any commitment or responsibility on the part of AIDC about its accuracy.

- 8.2 All works under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge or his subordinates, and the Lessee shall at all times during the usual working hour and at all other time at which reasonable notice of the intention of the Engineer-in-Charge and his subordinates to visit the work shall have been given to the Lessee, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing to be present for that purpose. Order given to the Lessee's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Lessee himself.
- 8.3 The Lessee, at his own expenses, shall make his own arrangements for housing of his staff with all necessary amenities and protective measures. He shall take all necessary precautions for safety of the workers and preserving their health while working on such jobs.
- 8.4 The Lessee shall indemnify the AIDC against all actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the Lessee in connection with the Project and against any loss or damage to the AIDC in consequences of any action or suit being brought against Lessee for anything done or omitted to be done in the Project work.
- 8.5 Lessee shall take all precautions against damages, floods or from accidents. Lessee comply with all rules and regulations, bye-laws and directions given from time to time by any local or public authority in connection with the Project and shall pay all fee which are levied on him.
- 8.6 **SAFETY PROVISION**  
The Lessee shall arrange for the safety of the Project Facilities and people in his Project operations as required. In case the Lessee fails to make such arrangements the Engineer-in-Charge shall be entitled to cause them to be provided and to recover the cost thereof from the Lessee.
- 8.7 **LABOUR:**  
The Lessee shall comply with all the statutory provisions in respect of all the employees employed by it for the Project such as the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, Apprentices Act, 1961, The Contract Labour (Regulations and Abolition) Act, 1970, The E.P.F. Act, 1952, Workmen's Compensation Act, as amended from time to time.

## 8.8 CANCELLATION OF AGREEMENT

If the Lessee:

- a) Commits default in complying with any of the terms and conditions of Agreement and does not remit it within fourteen days after a notice in writing is given to him in that behalf by the Engineer-in-Charge or;
- b) Shall offer or give or agree to give to any person in Government's service or to any other persons on his behalf a gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or any other contract for the Government or;
- c) Shall obtain a contract with the Government as a result of ring tendering or other non-bonafide methods of competitive tendering or;
- d) Being an individual, or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order for administration of his estate made against him or shall take any Proceeding for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect or composition or arrangement for the benefit of his creditors or purport to do so or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors or;
- e) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or a Manager or;
- f) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or;
- g) Assigns, transfers, sublets, or attempts to assign, transfer or sublet the entire Project facilities or any portion thereof without the prior written approval of the AIDC, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter, to the AIDC by written notice cancel the contract.

8.9 The Engineer-in-Charge, on such cancellation, has powers to take possession of Project sites and any materials, implements, stores etc. thereon.

- 8.10 On cancellation of the Agreement, the AIDC shall determine what amount, if any, is recoverable from the Concessionaire for the loss or damage suffered by the AIDC. The Security Deposit of the Lessee shall be utilized by AIDC towards recovering all such losses or damage. In determining the amount, credit shall be given to the Lessee for the value of the Lessee's material etc. taken over.
- 8.11 Any excess loss or damage suffered by the AIDC as aforesaid, the Lessee shall be called upon in writing to pay the same within 30 days. If the Lessee shall fail to pay the required sum within the aforesaid period of **30 days**, the AIDC shall have right to sell any or all of the Lessee's materials etc. lying at the Project sites and apply the proceeds of sale thereof towards the realization of any sums due from the Lessee under the Agreement. Any outstanding balance remaining thereafter shall be recovered from the Lessee by AIDC.
- 8.12 Any sums in excess of the amount due to the AIDC and unsold materials shall be returned to the Lessee.

## **9. DISPUTES:**

### **AMICABLE SETTLEMENT**

If any dispute, controversy or claim arises between the Parties hereto in connection with this Agreement or the interpretation of any of its provisions (including its existence and validity) or concerning anything herein contained or arising out of this Agreement, any party may notify the other Party and each of the Parties shall make all attempts to amicably resolve such difference, dispute or question through mutual consultation and negotiation.

### **ARBITRATION**

In the event that the Parties are unable to resolve a dispute, controversy or claim within 60 days of the notification under Clause 9.1, then either Party may give notice to the other of its intention to appoint Arbitrators. Within 30 days of the receipt of the notice of intention to appoint Arbitrators, the Parties may by mutual consent appoint an arbitrator or the parties shall appoint a single Arbitrator and each of those Arbitrators shall, within **15 days** of their appointment, designate a third person to act as an Umpire in order to form a panel of Arbitrators. The arbitration proceedings shall be conducted in the English language and shall be held in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996 or any statutory modification or reenactment thereof and such arbitral proceedings shall take place in Guwahati. The award of the

Arbitrators shall be a reasoned one giving reasons for each claim allowed or disallowed. The decision of the Arbitrators shall be final and binding on the Parties.

### **FEE OF ARBITRATORS**

The arbitrators shall decide by whom and what proportions the arbitrators fees as well as cost incurred in arbitration shall be borne and may with the express written consent of the Parties, publish the arbitral award.

### **GOVERNING LAWS**

This Agreement shall be governed by and construed in accordance with the laws in India.

### **10. FORCE MAJEURE**

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-downs imposed by Government acts or legislative or other authorities, stoppage in supply of raw materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of the Concessionaire and which shall directly or indirectly prevent completion of the project within the time specified in the Agreement, will be considered Force Majeure. The Concessionaire shall be granted necessary extension in the Concession Period for the project.

11. This Agreement is made in two original copies having the same contents and Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signature and seals before witness.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of the Parties hereto on the day and year first above written.

For and on behalf of Lessor /1<sup>st</sup> Party      For and on behalf of Lessee /2<sup>nd</sup> Party\_\_\_\_\_

**WITNESS:**

- 1.
- 2.

**WITNESS:**

- 1.
- 2.

**Annex-III**

**Indicative List of equipment's to be provided.**

Sl.No	Name of equipment as per IICPT	Qty
<b>A.</b>	<b>Wet Chemistry Laboratory</b>	
1	Autoclave	1
2	Deep Freezer	1
3	Refrigerator	1
4	BOD incubator (automatic)	1
5	Centrifuge	1
6	Refrigerated Centrifuge	1
7	a) Analytical Balance 0.01 to 300 g	1
	b) Electronic Balance 0.1 to 1.5 kg.	1
8	Hot Plate with magnetic Stirrer	1
9	Mixer grinder	1
10	Ball mill grinder	1
11	Vortex mixer	1
12	Hot air oven	1
13	Muffle furnace	1
14	Digital PH meter	1
15	Water Bath	1
16	Glass distillation	1
17	Digital Conductivity meter	1
18	Fiber analysis system	1
19	Soxlet system (Fat extraction unit)	1
20	Automatic nitrogen Analyzer	1
21	Automatic Titrator	1
22	Water activity meter	1
23	Rotary vacuum Evaporator	1
24	Water purification system	1
25	Lovibond Tintometer	1
26	Refractometer (Digital)	1
27	Polarimeter, Digital	1
<b>B</b>	<b>Microbiology Laboratory</b>	
28	Laminar air flow (Horizontal)	1
29	Bio-safety cabinet	1

30	Microscope	1
31	Shaking Incubator	1
32	Colony counter	1
<b>C</b>	<b>Instrumentation Laboratory</b>	
33	UV Spectrophotometer	1
34	Bomb Calorimeter	1
35	Color Analyzer	1
36	Rapid Visco Analyser	1
37	Food Texture analyzer	1
38	GC-MS-MS	1
39	LC-MS	1
40	ICP-MS	1
41	HPTLC	1
<b>D</b>	<b>Miscellaneous</b>	
42	Micropipettes of variable capacity	2 Sets
	a) 0.5 $\mu$ l -10 $\mu$ l	
	b) 10 $\mu$ l -100 $\mu$ l	
	c) 20 $\mu$ l -200 $\mu$ l	
	d) 1 - 5 ml	
	e) 2 - 10 ml	
43	Miscellaneous instruments:	1
	a) Vortex mixer	
	b) Pulverizer	
	c) Polythene sealer	
	d) Bottle sealing machine	
	e) Humidity meter	
	f) Temperature probes	
	g) Desicator	
46	UPS (20 KV)	1