

RFP No: P5-PLN/BRDC/0211/2023/NF/129

Date: 26th August, 2026

Request for Proposal (RFP)

For Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

26th August, 2026

**Bio-Resources Development Centre,
5½ Mile, Upper Shillong, Opp. Indo-Danish Project,
Meghalaya- 793009**

DISCLAIMER

This Tender Document contains information about the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, set up by Bio-Resources Development Centre (BRDC), under Science and Technology Cell, Planning Department, qualification requirements, and the selection process for selection of an agency on License Basis. The purpose of the Tender Document is to provide information and assist to the intending bidders in formulation of their Bid application (the 'Bid').

The information ('Information') contained in this Tender Document or subsequently provided to interested parties (the 'Bidder(s)'), in writing by or on behalf of BRDC is provided to Bidder(s) on the terms and conditions set out in the Tender Documents and any other terms and conditions subject to which such information is provided.

This Tender Document does not purport to contain all the information that each Bidder may require. This Tender Document has been prepared with a view to providing relevant information about the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya available with BRDC. BRDC advises each Bidder to conduct its own investigations and satisfy itself of the accuracy, reliability, and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. BRDC, its employees, and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Tender Document.

Intimation of discrepancies in the Tender Document, if any, may be given by the Bidders, to the office of the BRDC immediately and not later than the date of Pre-Bid Meeting. If BRDC receives no written communication, it shall be deemed that the Bidders are satisfied and have self-verified the information provided in the Tender Document.

Any requirement about the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder by way of its own due diligence.

This Tender Document is not an agreement, offer or an invitation by BRDC to any party. The terms for licensing of the existing Bio-fertilizer production unit at Mendipathar, and the right of the successful Bidder, shall be as set out in License agreement to be executed between BRDC and the successful Bidder broadly in the format set out herein.

BRDC reserves the right to accept or reject any or all Bids without giving any reasons thereof. BRDC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.

BRDC reserves the right to cancel the entire Bidding Process without assigning any reasons and to recall again at its discretion with same terms or otherwise. The parties who may have offered proposals are not entitled to any sort of claims in this regard.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder, and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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1. DEFINITIONS:

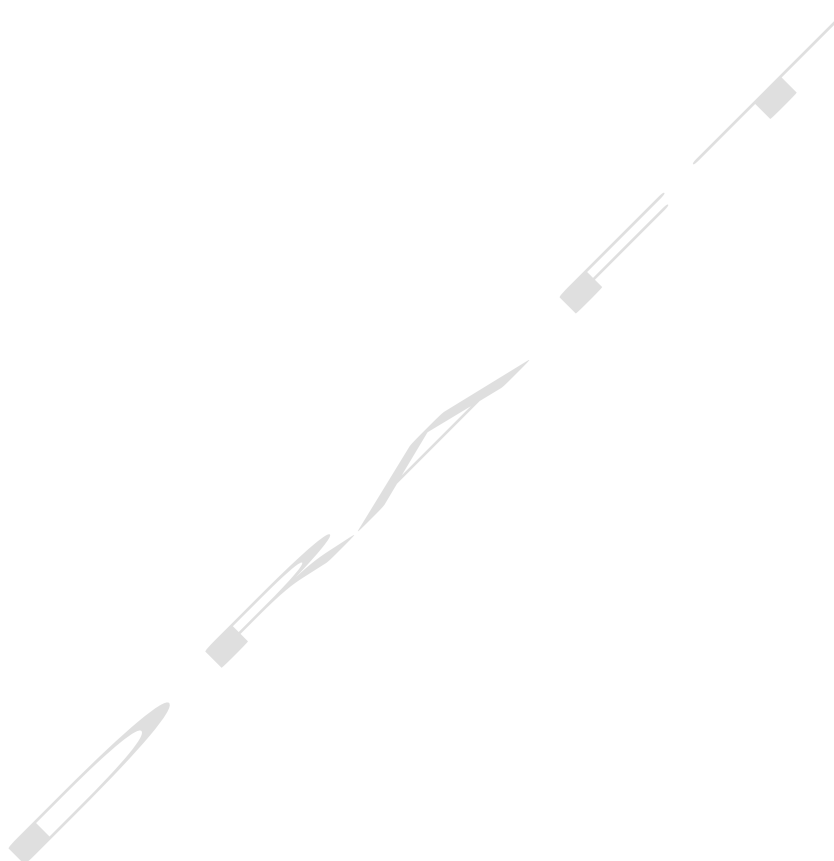
- a) **“Agreement”** means the License Agreement to be executed between BRDC and the selected Bidder
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It will also include judgments, decrees, injunctions, writs, and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Authority/Client”** means Bio-Resources Development Centre
- d) **“Bidder”** means any Indian legal entity like a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company registered under the Companies act 1956/ 2013 or a combination of the above in the form of Consortium which is submitting its Bid pursuant to Tender Documents.
- e) **“Bid Security”** means the security amount to be submitted by the Bidder along with Tender Documents to BRDC.
- f) **“BRDC”** means Bio-Resources Development Centre
- g) **“Compliance Date”** means the date of execution of License Agreement
- h) **“Commencement Date”** is the date immediately upon completion of 60 days time period provided for the renovation works from the Compliance Date.
- i) **“Security Deposit”** means interest free amount to be deposited by the Licensee with BRDC as per terms and conditions of License Agreement as a security against the performance of the License agreement.
- j) **“Letter of Award”/ “LoA”** means the letter issued to the licensee notifying the award of license right based on the bidding/selection process.
- k) **“License”** means the License granted by BRDC to the Licensee for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya.
- l) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with BRDC pursuant to the conclusion of the Bidding Process.
- m) **“Licensor”** shall mean BRDC, its assigns, its successors in interest or any other body corporate which may be authorized in writing by BRDC to act on its behalf.
- n) **“License Fee”** means the amount payable by the Licensee to BRDC as per terms and conditions of the License Agreement.
- o) **“License Period”** means a period of Ten (10) years from the date of execution of License Agreement

- p) **“Non-responsive”** means failure to furnish complete information in the given format manner required as per the Tender Documents or non-submission of tender offer in given Forms / Pro forma or not following the procedure mentioned in this tender or in case any of the required details or documents are missing or not clear or not submitted in the prescribed format or non-submission of Tender Fee and or Bid Security.
- q) **“Selected Bidder”** means the Bidder who has been selected by BRDC, pursuant to the Bidding Process for award of License.
- r) **“Sub-licensee”** means an entity to whom the successful licensee may at his option sub-license the license obtained from BRDC.
“Tender Fee” means the amount paid by the Bidder towards charges for the purchase of the Tender Document.
- s) **“Termination”** means termination of the License Agreement by efflux of time or earlier as determined in accordance with the provisions of the Agreement.

2. NOTICE INVITING TENDER

- 2.1.** Bio Resources Development Centre is a registered institution under the Meghalaya Society Registration Act XII of 1983 under the Department of Planning, Govt. of Meghalaya. It became operational during the year 2003. The registered office of BRDC is located at 5½ Mile, Upper Shillong. The mandate of the Centre is “Availing biotechnological opportunities and appropriating/ customizing such technologies into meaningful knowledge resources to conserve and sustainably use biological resources for promoting multiple livelihoods and local green economy”. BRDC as an R&D Institution is promoting sustainable green technologies to the farming communities through training and capacity building to the farmers across the State of Meghalaya, promote indigenous system of Medicine through value addition of herbal medicines, documentation of Traditional Knowledge and practices in the state and promote conservation of indigenous orchids, horticultural and agricultural crops through tissue culture techniques. Other programmes include R&D and production of biofertilizers to ensure availability of bio-inputs for various agricultural and horticultural crops, Seed saving initiative for food security is being carried out for indigenous/ local/ heirloom seeds. These programmes and initiatives have made many transformative impacts on various stakeholders of the State.
- 2.2.** Farming in Meghalaya is basically Organic by practice and therefore there is ample scope for expanding and exploiting the market potential of this sector in the right direction.
- 2.3.** The Meghalaya Mission Organic is emphasizing on the need to build the entrepreneurial capacity of the farmers towards achieving business acumen in the process of Organic production and marketing in a strategic manner. Organic Certification Programme associated with this Mission will facilitate linkage of our Organic products with Organic Markets at National and International levels and standards.
- 2.4.** Bio-pesticides offer a sustainable and environmentally friendly alternative to chemical pesticides, making them particularly valuable in promoting organic farming practices in regions like Meghalaya, India. Fungal biopesticides are derived from fungi that can control plant pathogens, pests, and diseases through various mechanisms. Common species used include *Trichoderma*, *Beauveria bassiana*, *Metarhizium anisopliae*, and others. These fungi can degrade pests, compete for nutrients, or induce resistance in plants.

- 2.5.** Fungal biopesticides represent a promising avenue for promoting organic farming practices in Meghalaya. By leveraging local biodiversity and fostering sustainable agricultural practices, Meghalaya can enhance its agriculture sector's resilience, increase farmers' incomes, and contribute to a healthier ecosystem. Collaborative efforts involving researchers, extension services, and local farmers will be crucial in effectively implementing biopesticide production and usage.
- 2.6.** In pursuance to this, the Centre has an existing biofertilizer production unit at Mendipathar, North Garo Hills, Meghalaya and proposed to renovate and customized this unit into a liquid Fungal bio-pesticide production Unit with a capacity of about 10,000 litres per annum. The facility will be equipped to produce fungal bio-pesticides



- 2.7. With the objective to create commercially viable, environmentally responsible, and farmer-oriented bio-pesticide production facility, BRDC through this tender intends to select the Licensee to take up on 'License Basis' the offered existing Bio-fertilizer production unit as detailed out in Annexure 1. The Selected Bidder will be the Licensee for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the Bio-pesticide production unit at Mendipathar, for a consolidated Annual License Fee, to be paid in advance at the beginning of each calendar year, to the Authority during the tenure of their License Period.
- 2.8. BRDC invites proposals on single stage two envelopes system (technical and financial) from eligible Bidders for selection of a Licensee to grant licensing rights for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing biofertilizer unit to a Bio-pesticide production unit at Mendipathar, North Garo Hills, Meghalaya
- 2.9. BRDC shall receive bids pursuant to this Tender Document, in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by BRDC. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to visit the existing Bio-fertilizer production facility and familiarize themselves with various arrangements and all activities necessary in this regard. Tender Document (non-transferable) can be downloaded from the website <https://megbrdc.nic.in/>
- 2.10. Tender Fee (non-transferable & non-refundable) is **Rs.11800.00 (Rupees Eleven Thousand Eight Hundred Only) including GST (18%)**. This amount is to be paid in mode of Demand Draft from any scheduled commercial bank in favour of Director, Bio-Resources Development Centre, payable at Shillong by the bidder in the Technical Proposal. The Bid shall be summarily rejected if it is not accompanied with the valid Tender Fee and no technical evaluation will be undertaken. Further, the Bid will not be eligible for financial opening.
- 2.11. The Bidder shall submit its Technical Proposal along with the Tender Fee as mentioned in clause 2.10 and with the Earnest Money Deposit (EMD) (Bid Security) for an amount of equal to **INR 2,50,000.00/- (Rupees Two Lakhs Fifty Thousand only)**. Payment of Bid Security is to be made only in the form of a Bank Guarantee as per Annexure-13 in favour of Director, Bio-Resources Development Centre, 5th mile Upper Shillong. No other mode of payment will be accepted. The bid shall be summarily rejected if it is not accompanied by the EMD. The EMD of all Bidders shall be refunded after the award of License, without payment of any interest thereof. If the Selected Bidder withdraws his Bid at any stage, his Interest free EMD amount shall be forfeited by BRDC.

2.12. Schedule of the Bidding Process

Tender Document available for downloading	https://megbrdc.nic.in/
Last Date of Receipt of Pre-Bid Queries	15 th September,2026
Date of Pre- Bid Meeting	15 th September,2026 at 3:00 PM
Authority's response to queries latest by	To be Notified
Date & Time of Submission of Bids	24 th September,2026 at 5:00 PM
Date & Time of Opening of Technical Bids	To be Notified
Date & Time of Opening of Financial Bids	To be Notified
Validity of Bids	120 days

2.13. Schedule of Various Stages: The Selected Bidder shall follow the following timeline.

Stage of Activity	Time Period
Date of Commencement of License Fees	The date immediately upon completion of 60 days' time period provided for the renovation works from the Compliance Date.
Signing of License Agreement	Within 15 days from the date of issuance of Letter of Award (LOA)
Handover Date of the existing Bio-fertilizer production facility	On the same date of execution of License Agreement.
Payment of Annual License Fee	Within 10 th day of start of each year (after completion of 60 days time period provided for renovation works from the compliance date)
License Period	Ten (10) Years from the date of execution of License Agreement

2.13.1. Tender Documents can be downloaded from the portal <https://megbrdc.nic.in> and Addendum/Corrigendum, if any, will be placed on the <https://megbrdc.nic.in>

2.14. The Bidder may obtain further information/ clarification, if any, in respect of Tender Documents from the office of Bio-Resources Development Centre, 5th mile Upper Shillong Contact No.6009574748 through email at brdcshillong@gmail.com

2.15. The bidders may seek clarifications and put forward suggestions for BRDC consideration until the scheduled date of pre-bid meeting. All pre-bid queries and suggestions, if any, shall be sent to brdcshillong@gmail.com not later than the scheduled date of pre-bid meeting. All queries received after the scheduled date of pre-bid meeting will not be taken into cognizance.

2.16. BRDC shall provide clarifications in writing to all the pre-bid queries and suggestions made. The replies to pre-bid queries and suggestions made will be uploaded on the portal

<https://megbrdc.nic.in>. Individual communication shall not be issued to any Bidder. BRDC's point of view/response to queries shall be treated as full and final and no correspondences, discussions shall be allowed further.

2.17. BRDC reserves the right to accept or reject any or all proposals without assigning any reasons. No Bidder shall have any cause of action or claim against the BRDC for rejection of their bids.

2.17.1. The Bidders are advised to follow the portal <https://megbrdc.nic.in> for updates.

2.17.2. Bidders are expected to carry out an extensive survey of the existing Bio-fertilizer production facility at their own cost, before submitting their respective bids for award of the License rights as set out in the License Agreement. BRDC shall provide necessary permission and assistance to the prospective Bidders in this regard.

2.17.3. In the interests of clarity and for the avoidance of doubts it is made clear that Bidders shall furnish all the details/particulars sought for, without exception. Similarly, all the payments mentioned in this Tender Document shall be submitted with technical proposal within the timeline specified. Any lapse, however slight, in adhering to the conditions specified will be construed by BRDC as a valid ground to reject the Bid in question.

2.17.4. In case of any grievances/complaints regarding this tender, please contact:

Dr. Junie Pearl Lyngdoh
(6009574748/8794730851)
E-mail: brdcshillong@gmail.com

3. PROJECT INFORMATION MEMORANDUM

3.1. The project involves the renovation, customization, finance, installation, testing, commissioning, operation and management of the existing facility for mass production of liquid biopesticides derived from beneficial fungi/bacteria capable of controlling plant pathogens, insect pests, and nematodes. These products shall support organic and sustainable agriculture practices.

3.1.1 Proposed Fungal Biopesticides

The facility shall produce the following liquid fungal biopesticides and any other relevant approved strains fungal or bacterial:

1. *Trichoderma viride*
2. *Trichoderma harzianum*
3. *Metarhizium anisopliae*
4. *Beauveria bassiana*
5. *Verticillium lecanii* (*Lecanicillium spp.*)
6. *Pochonia chlamydosporia*
7. *Purpureocillium lilacinum* and any other relevant strains

Mandatory Requirement

All microbial strains proposed for production as biopesticide must be registered and approved by the Central Insecticides Board and Registration Committee (CIB&RC), Government of India.

3.1.2. Infrastructure Upgradation and Equipment Requirements

The selected bidder shall undertake the following:

A. Repair, Servicing and Customization

- Installation of aluminium partitions for maintenance of a sterile aseptic inoculation room.
- Structural modifications and laboratory upgrades as required.
- Proper layout and floor plan for an efficient production Unit
- Procurement and installation of additional equipment and systems.
- Repair, refurbishment, fabrication, and customization of existing equipment.
- Procurement of CIB&RC-registered microbial strains required for production.

3.1.3. Capacity Building and Technical Training

The bidder shall provide comprehensive training to the personnel involved in the production unit covering:

- Mother culture maintenance
- Inoculum preparation
- Liquid fermentation technology
- Downstream processing
- Bottling and packaging
- Equipment operation and maintenance
- Quality control procedures

Additional Requirements

- The bidder must maintain adequately trained technical service personnel to ensure that all requirements stated at Clause no. 3.1.3 above are complied. Training shall be imparted by qualified scientists, technical experts, or industry professionals associated with the bidder's organization.
- Interested bidders are strongly advised to visit and inspect the site at their own cost prior to submission of bids.

3.1.4. Operation and Maintenance of the Production Facility

The selected bidder shall be responsible for the complete operation and maintenance of the facility, including:

Operational Responsibilities

- Establishment and operation of the fungal biopesticide production unit.
- Commercial production and marketing of products throughout India.
Compliance with all statutory, certification, licensing, and regulatory requirements
- Obtaining and maintaining all approvals necessary for product manufacture and sale.

3.1.5. Technical Competency Requirements

The bidder must demonstrate expertise in performing the following tasks:

Task 1: Review existing legal, regulatory, and technical frameworks governing biopesticide production and commercialization.

Task 2: Assess the feasibility and potential for local formulation and production.

Task 3: Develop technical protocols and production systems for liquid bacterial/fungal biopesticides.

Task 4: Undertake mass production of approved bacterial/ fungal biopesticides.

Task 5: Implement full-scale production, quality assurance, and continuous monitoring systems.

Task 6: Conduct performance tracking and environmental impact assessment.

Task 7: Obtain and maintain all necessary certifications, registrations, and approvals, including CIB&RC requirements.

3.2 Objective

- 3.2.1 BRDC (the ‘Licensor’) intends to provide License to “Operate, Maintain, Market, Sale and Retention of Sale Proceeds of the produced Bio-pesticides” at the Bio-pesticide production unit at Mendipathar, North Garo Hills, Meghalaya to the successful Bidder (Licensee) for a License Period of 10 years.

4. ELIGIBILITY CRITERIA FOR BIDDERS

- 4.1. The Bidder shall be evaluated first for fulfilling eligibility criteria. The applicant may be any Single Legal Entity i.e. a Partnership firm or a limited liability partnership firm or a Company having its registered office in India & incorporated under the Companies Act 1956/2013 or a combination of above in the form of Consortium or Joint Venture (JV).

4.2. Bid by a Consortium/JV of firms:

- 4.2.1. A Maximum of Two (2) Members will be permitted to form a Consortium/ JV and shall be jointly and severally liable for the performance of License Agreement.

- 4.3. To be eligible for Bidding Process, the Bidder shall fulfil each of the following conditions simultaneously (put together):

No.	Eligibility Criteria	Documents required
1	The Bidders should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership / private limited.	Certificate of incorporation / certificate for commencement of business / other applicable relevant documentary proof such as partnership deed, Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.
2	Attested copy of Company’s PAN, GST registration details	GST Registration & PAN Card to be submitted.
3	Bidders (Aggregate in case of Consortium) should have Average Annual Turnover of INR 4.0 Cr (Four Crores Only) in the last three financial years ending 31 March 2025.	Turnover certificate as duly certified by the Chartered Accountant as per Annexure 4 (A). The Bidder shall submit copies of the audited financial statements including profit-loss account of last 3 financial years as indicated above. The last three Financial Years shall be 2022-23, 2023-24 & 2024-25.
4	Net worth to be positive	Certificate from the Chartered Accountant certifying the Net Worth of the firm for each of the last three preceding Financial Years and the average Net Worth is to be submitted.

Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

5	The Bidder should have an established track record of either (i) Owning, Operation and Management or (ii) Operation and Management of at least 1 (One) Bio-pesticide/biofertilizer production unit in India during the last Financial Year (FY 25-26).	Details to be submitted as per Annexure 4(B) and documents to prove ownership Lease or License Agreement to operate and manage a production facility, must be enclosed;
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Notes:

- *If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor in this regard.*
- *In case of a JV/Consortium, the Certificate of Turnover from the Chartered Accountant must calculate the Aggregate Turnover of the last 3 financial years, before certifying the same on Company Letterhead with Registration number.*
- In case of a JV/Consortium, the Certificate of Net Worth from the Chartered Accountant must calculate for the financial year ending 31 March 2025.*
- For the purposes of this RFP the term Net Worth means the following:*
 - *"Net Worth" for company shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.*
 - *"Net Worth" for Partnership Firm would mean: [Fixed Assets + Trade Receivables + Current Assets] – [Firms Loan + Current Liabilities]*
 - *"Net Worth for Sole Proprietorship" would mean: Total Assets- Total Liabilities*

4.4. Only those bids that fulfil all the parameters of the eligibility criteria given at Clause 4.3 shall be considered as eligible bids and others not eligible. Those bids that are not eligible will not be considered for the next stage of bid evaluation i.e Technical Evaluation.

4.5. The detailed technical qualification shall be undertaken based on the following parameters.

1	Annual Turnover	20 Points
	< Rs 4.00 Cr	0
	> Rs 4.00 up to Rs 5.00 Cr	10
	> Rs 5.00 Cr up to Rs 7.50 Cr	15
	> 7.50 Cr	20
2	Maintenance and Operation of bio-pesticide plant of capacity	20 Points
	< 5000 lts per annum	0
	>5000 and < 7500 ltr per annum	10
	>7500 lts and < 10000 ltr per annum	15
	>10000 ltr per annum	20

3.	Number of Owned/leased Operational bio-pesticide/biofertilizers units	20 Points
	< 1	0
	>1 and < 3	10
	>3 and < 5	15
	> 5	20
4.	Availability of competent skilled manpower (Degree holders and above with minimum 5 years of experience) for performing the services	15 Points
	< 5 people	0
	>5 and < 10 people	5
	>10 and < 20 people	10
	> 20 people	15
5.	Methodology and access to CIBRC-approved microbial strains.	25 Points
	Methodology for renovation, operation and maintenance of the facility along with established Standard Operating Procedures (SOP) for the same. To submit the time-tested SOPs along with the proposal.	10
	CIBRC-registered microbial strains.	15

- 4.6. Those bids that score minimum of 70 points shall be considered as Technically Qualified and their financial bids shall be eligible to be opened.

4.7. Bidding Parameter

- 4.7.1. The Bidder/ Licensee quoting the highest ‘License Fee’ (Lumpsum amount) per annum be identified as the Successful Bidder

4.8. Submission of Bids

- 4.8.1. The bids shall be submitted by the Bidder in two parts comprising of technical Bid and financial bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the Tender Document. The offer of a Bidder who does not fulfil the eligibility criteria shall be summarily rejected.
- 4.8.2. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process if the constituent of one Bid is also a constituent of another Bid. The submission of this bid shall be deemed by BRDC to be an

express declaration by the Bidder that his Bid does not suffer from any conflict of interest. The bidder or any of JV/Consortium members must not have any connection/association/business relations with any of the Govt. officials working under Govt. Meghalaya. The tenderer should submit an undertaking to this effect in **Annexure 15** of Tender Document.

- 4.8.3. BRDC / any other Govt. organizations (51% owned by Govt. Of Meghalaya) must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit an undertaking to this effect in **Annexure 10** of Tender Document.
- 4.8.4. Also, no contract of the tenderer executed in either individually or as a member in a JV/Consortium, should have been rescinded/ terminated by any departments/offices under Govt. of Meghalaya/Government of India after award during last 05 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit an undertaking to this effect in **Annexure 12** of Tender Document.

5. TERMS AND CONDITIONS

- 5.8. The existing Bio-biofertilizer facility as per details given in **Annexure-1**, shall be handed over on "as is where is basis" on the date of execution of the License Agreement.
- 5.9. Date of Commencement of License Fee will be after completion of 60 days' time period provided for renovation of the existing facility from the date of execution of License Agreement.
- 5.10. The License Fee and other charges and taxes shall commence and be paid within 10 days from the Commencement Date. No relaxation or further extension for payment of all the due by the Licensee shall not be considered. The Selected Bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of scheduled allotted space on the date of deemed handing over, if applicable.
- 5.11. The Bidders are to quote the license fee payable to BRDC on an annual basis in advance.
- 5.12. The License Fee shall be increased by 15% on compounding basis after completion of every three years from date of commencement of License Period.
- 5.13. The Annual Licensee Fee will have to be paid within 10th day at the beginning of the year in advance (after completion of 60 days' period provided for renovation works).
- 5.14. The License Agreement shall be executed within 15 days of issue of Letter of Acceptance and upon receipt of Security Deposit.
- 5.15. Within 7 days of issuance of Letter of Acceptance, the Licensee and BRDC shall carry out a joint inspection of the property as detailed in **Annexure-1** and make an inventory of all the assets.
- 5.16. On completion/ termination of License Agreement, the Licensee shall handover the premises in as per last development plan with normal wear & tears. The Licensee shall not remove any facility, equipment, fixture, etc. which are an integral part of the development plan of the premises without the prior written permission of BRDC. However, the Licensee can remove movable assets belonging to them without causing damage to the structure. For this a joint inventory list shall have to be prepared by the Parties.
- 5.17. **Security Deposit / Performance Security:** Licensee shall pay Security Deposit / performance security which is equivalent to first year License Fee. The Security Deposit shall be accepted in the form of an irrecoverable and unconditional Bank Guarantee to be executed by any nationalized / Indian Scheduled Commercial Bank included in the 2nd schedule of RBI Act in

1934 in favor of “Bio-Resources Development Centre” payable at “Shillong” for an initial term of 3 years. The security deposit shall be kept valid for the license period plus 180 days.

5.18. Tenure of License Agreement:

5.19. Licensing Rights shall be for a period of 10 (Ten) years from the date of hand over of the existing bio-fertilizer production facility.

5.20. Renewal of License:

5.20.2. At the end of the License period, the License may be renewed by BRDC at its sole discretion.

5.20.3. BRDC shall communicate in writing its decision to renew or extend the License at least 3 months prior to the expiry of the License Agreement.

5.20.4. In the event that BRDC decides to renew the License, it shall in its communication to the Licensee conveying such renewal, set out the terms of the renewed License, the period of such renewal, renewed License fee, the renewed security deposit, etc.

5.21. Payment of Statutory Dues & Utility Charges:

5.21.2. All statutory taxes, statutory dues, local levies, etc. as applicable shall be charged extra and will have to be remitted along with the License Fees. The Licensee shall indemnify BRDC from any claims that may arise from the statutory authorities in connection with this License Agreement.

5.21.3. The property tax applicable, if any, on the property of BRDC shall be borne by BRDC.

5.21.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne solely by the Licensee.

5.21.5. Utility bills such as electricity, etc. for the licensed space, if received in the name of BRDC, must be paid by the Licensee to BRDC or be paid directly on behalf of BRDC and shall provide necessary proof of such payment.

5.22. **Insurance:** During the license period, the Licensee shall bear the cost, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in the Bio-pesticide production facility, including death or injury caused by the sole negligence of the Licensee or the Licensee’s failure to perform its obligations under the agreement. In addition, the licensee shall bear the cost of insuring all the assets of the Licensor including the movable assets, furniture, and fixture. A copy of the insurance policy shall be submitted to BRDC 30 days before the expiry of the current insurance policy.

6. PREPARATION AND SUBMISSION OF BIDS BY BIDDERS

6.8. Language

6.8.2. The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered for evaluation purpose. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

6.8.3. The currency for the purpose of this Proposal/ Bid shall be Indian Rupee (INR).

6.9. Format and signing of Bid

- 6.9.2. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 6.9.3. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

6.10. Sealing, Marking and Submission Proposals /Bids

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bid Number.

6.10.2. Submission of Bid

The Proposals shall be sealed, marked and submitted as explained below:

The 2 parts (collectively referred to as ‘Proposal’) shall be:

Part-1: Technical Proposal.

Part-1, the “Technical Proposal” should have the following documents.

- a) Bid Processing Fee and EMD as per Clause 2.10 & 2.11
- b) Annexure-2- Letter Comprising the RFP Bid
- c) Annexure-3-General information of the Bidder
- d) Annexure-4A-Certificate of Statutory Auditor/ Chartered Accountant with regard to financial eligibility of the Bidder.
- e) Annexure-4B-Certificate of Statutory Auditor / Chartered Accountant with regard to technical eligibility of the Bidder.
- f) Annexure-5-Power of attorney of Bidder (duly notarized)
- g) Annexure-6-Consortium agreement/Memorandum of Understanding
- h) Annexure-7-Affidavit
- i) Annexure-8- Undertaking for responsibility.
- j) Annexure-9- Undertaking for downloaded Tender Document.
- k) Annexure-10- Undertaking for not being banned for business by any govt. Organization / PSU / etc.
- l) Annexure-11- Disclosure of Past & Ongoing Litigation
- m) Annexure-12- Bank Guarantee for Bid Security/ EMD
- n) Annexure-13- Undertaking for not having Conflict of Interest with the Bidding Process
- o) Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate along with certified copy of board resolution and copy of Partnership deed in case of Partnership Firm or a Limited Liability Partnership Firm.
- p) Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium). In case any or all the provisions mentioned above are not applicable, the Bidder should give a declaration/undertaking to that effect. Non submission will not be considered as an exemption.
- q) Details of Qualified and Competent Personnel in the Organisation/Company/Joint Venture (JV) for Operation of the Biopesticide Unit

- r) Proof of experience(s) in setting up or operating such biopesticide/biofertilizer units in India
 - s) CIB&RC Certificate for registered Strains with validity period of the CIB&RC registration
 - t) Field Evaluation and Demonstration: Detailed field trial plan to evaluate the efficacy of the biopesticides to be produced across different agro-climatic zones of Meghalaya. The proposal shall include:
 - Trial methodology
 - Target crops
 - Target pests and diseases
 - Monitoring parameters
 - Data collection procedures
 - Impact assessment framework
- s) Copy of the complete Tender Document including NIT, License Agreement and Addendum/Corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

Part 2- Financial Proposal

The Part 2, the “Financial Proposal” should have the following documents:

1. The bidder shall submit a detailed financial proposal covering:

- Renovation and civil works
- Fabrication and customization
- Additional equipment procurement and installation
- Repair and refurbishment costs
- Operational expenditure
- Regulatory compliance costs

2. Annexure -14: Format for Financial Proposal.

NOTE: BRDC shall contribute/share a percentage of the Capital Cost subjected to a maximum amount of Rs. 70.00 lakhs (Seventy Lakh Only)

- a. Financial Proposal shall not be submitted together with the Technical Proposal, and if submitted, the Bid will be rejected.
- b. All the above envelopes shall be enclosed in an outer cover / envelope marked as “*Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) Mode*”
- c. The Envelope shall be addressed to:

**Director,
Bio-Resources Development Centre, Shillong,**

The hard copies / physical Bid shall be submitted to the above address on or above the Bid Due Date as per Clause 2.12 . It is being clarified here that the information as asked from the Bidder should be in the format as provided.

If the envelope is not sealed and marked, as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened Proposals will be rejected.

Any Proposal received by the Authority after the Proposal / Bid Due Date will be liable for rejection.

6.10.3. Submission Formats

- a) The Technical proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

“Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) Mode”

Part-B:

Financial proposal for

“Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) Mode”

Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

“Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) Mode”

The Bidder's Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the following address:

**Director,
Bio-Resources Development Centre, Shillong,**

Note:

- i. If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

- ii. Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

6.11. Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

6.12. Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 9.6, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

Any alteration/ modification in the Bid or additional information supplied post the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

6.13. Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons thereof.

6.14. Validity of Bids

The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “Proposal Validity Period”). The Authority reserves the right to reject any Proposal that does not meet this requirement. Validity of Bid Security shall be extended for a specified additional period at the request of the Authority to the Bidder.

A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Bid / Proposal Security for the period of extension.

Upon the extension, the Proposal Validity Period for the Proposal / Bid Security submitted by the Selected Bidder shall be extended till the date of execution of the License Agreement.

6.15. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

6.16. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid

7. OPENING AND EVALUATION OF PROPOALS

10.1 Opening and Evaluation of Proposals

7.8.2. The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.

7.8.3. The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

7.8.4. The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Applicants whose authorized representatives choose to attend the Bid opening event.

7.9. Responsiveness and Eligibility Tests

7.9.2. First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Applicants are eligible to be awarded the Contract. The Qualification Documents shall be considered responsive only if:

- (a) all documents specified in Clause 9.4.1 are received in the prescribed format.
- (b) the Proposal is received by the Proposal Due Date.
- (c) it is signed, sealed and marked as specified in Clause 9.4.
- (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
- (e) it does not contain any condition or qualification.

If any Applicant is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Applicant does not meet the Eligibility Criteria, then the Proposal submitted by such Applicant will be rejected.

7.10. Evaluation of Proposals

Evaluation of proposals shall be made in the following manner as prescribed herein:

7.10.2. Evaluation of Qualification documents

The Client's evaluation committee shall evaluate the Qualification documents of eligible Applicant(s) responsiveness.

i. If the Proposal for Qualification documents is found:

- a. not to be complete in all respects; or
- b. not duly signed by the authorized signatory of the Applicant.
- c. not to be in the prescribed format; or
- d. to contain alterations, conditions, deviations or omissions,

then such Proposal for Qualification document may be deemed to be non-responsive and is liable to be rejected.

- ii. The committee, prior to rejection of a bid for its non-responsiveness, based on its discretion may seek any supplementary information and or clarification(s) from any or all of the Bidder(s)
- iii. Each responsive Qualification submitted by an eligible Applicant will be eligible for next stage of bidding i.e. opening of financial proposal.

7.10.3. Public Opening of Financial Proposals

7.10.4. After the evaluation of Qualification documents of eligible Applicants is completed, the Client shall notify those Applicants whose Qualification documents were considered non-responsive to the RFP that their Financial Proposals will not be opened. The Financial Proposals of technically unqualified Applicants will be returned unopened. The Client shall simultaneously notify in writing those Applicants that have achieved minimum eligibility criteria and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Applicants sufficient time to make arrangements for attending the opening. The Applicant's attendance at the opening of the Financial Proposals is optional and is at the Applicant's choice.

7.10.5. The Financial Proposals of eligible Applicants shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Applicants whose designated representatives choose to be present.

7.10.6. At the opening of the Financial Proposals, the names of the Eligible Applicant who quoted the highest **License Fee** shall be treated as H1 bidder.

7.10.7. If any Financial Proposal is found:

- (i) not to be complete in all respects.
- (ii) not duly signed by the authorized signatory of the Applicant.
- (iii) not to be in the prescribed format; or
- (iv) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

7.10.8. If two or more Bidders secured the same points in the financial evaluation scoring, then BRDC shall identify successful Bidder by the following criteria

- (i) The Bidder having higher(highest) Net Worth shall be the successful Bidder
- (ii) In case there is a tie between Bidders in the financial evaluation score and the net worth then the Bidder having the higher number of operational bio-pesticide units shall be the successful Bidder, which shall be conducted, with prior notice in the presence of the Tie Bidders who choose to attend.

7.11. Correction of Errors

Financial Proposal shall be assumed to be included in the prices of all the activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.

The Selected Applicant shall be the First Ranked Applicant (H1). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the H1 Applicant withdraws or fails to comply with the requirements specified in the RFP document.

8. NEGOTIATION AND AWARD

8.8. Negotiations

- 8.8.2. The H1 Applicant may, if necessary, be invited for negotiations with the Client. The negotiations will be held with the H1 Applicant's authorized representative at the date and address as intimated to the H1 Applicant. The negotiations will be for re-confirming the obligations of the H1 applicant under the Contract and the RFP and finalising the detailed work plan and deliverables.
- 8.8.3. The Client shall prepare minutes of negotiations which will be signed by the Client and the H1 applicant's authorized representative.

8.9. Technical Negotiations

The negotiations will include discussions on the proposed methodology, quality of work plan, the Client's inputs, deployment of the Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the H1 applicant. These discussions shall not substantially alter the original scope of Services or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

8.10. Conclusion of Negotiations

If the negotiations fail, the Client shall inform the H1 Applicant in writing of all pending issues and disagreements and provide a final opportunity to the H1 Applicant to respond. If disagreement persists, the Client shall terminate the negotiations informing the H1 Applicant of the reasons for doing so. Upon termination of the negotiations with the H1 Applicant, the Client may invite the H2 Applicant to match the price offered by H1 and negotiate the Contract with the Client and in case negotiation with H2 fails Client may invite H3 to match the price offer of H1 or annul the Bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the H2/H3 Applicant(s), the Client shall not reopen the earlier negotiations.

8.11. Award of Contract

- 8.11.2. After completing the negotiations, the Client shall issue a letter of award to the selected Applicant:

- (i) accepting the Proposal of the selected Applicant with such modifications as may be negotiated with the Client;
- (ii) appointing it as the Agency;
- (iii) requesting it to submit the Performance Security in accordance with Clause 8.11;
- (iv) requesting it to appoint required team to perform the Services or a part thereof in accordance with the Contract.

- (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within 15 days of receipt of the letter of award, the Agency shall sign and return a copy of the letter of award.

8.11.3. Upon execution of the Contract, the Client may notify the other technically qualified Applicants of the conclusion of the selection process and/or upload the details of the selected Agency on its website.

8.11.4. If the selected Applicant fails execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Applicant, revoke the letter of award and forfeit the EMD of the selected Applicant. If the Client elects to disqualify the selected Applicant and revoke the letter of award, it may invite the next lowest Applicant to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Applicants or annulling the entire Bid process.

8.11.5. PAYMENT TERMS: Payment shall be released subject to acceptance of the following conditions

8.11.6. The financial contribution from BRDC towards the capital investment shall be released to the selected bidder in three (3) instalments of forty percent (40%), thirty percent (30%), and thirty percent (30%), respectively, during the stipulated completion period of sixty (60) days provided for completion of the renovation and customization of the existing unit.

8.11.7. The release of each instalment shall be contingent upon the bidder having completed the corresponding milestone under the agreed scope of work and contributed its proportionate share of the required investment, as verified through inspection and certified by BRDC. The second and third instalments shall be released only upon BRDC's confirmation that the work executed is satisfactory and in accordance with the approved specifications, terms, and conditions of the agreement.

9. Rights of BRDC:

BRDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the Bid process and/or amend and/or supplement the Bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of LoA to the agency.
- (ii) consult with any applicant to receive clarification or further information.
- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any applicant.
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any applicant, provided that

any such verification or lack of such verification by the BRDC shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of the Client;

(v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Applicant in question does not provide, within the time specified by the Client, the supplemental information sought by the BRDC for evaluation of the Proposal.

(vi) accept or reject a Proposal, annul the Bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Agency, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Applicant.

9.8.2. If BRDC exercises its right under this RFP to reject a Proposal and consequently, the Rank-1 Applicant gets disqualified or rejected, then the Client reserves the right to:

(i) invite the Rank-2 Applicant (and Rank-3 applicant, if Rank-2 also gets rejected) to negotiate the Contract; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Applicants or annulling the entire Bid process.

10. FRAUD AND CORRUPT PRACTICES

10.8. Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, BRDC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, BRDC shall be entitled to forfeit & appropriate Bid Security or Security Deposit/ Performance Security, as the case may be, as damages, without prejudice to any other right or remedy available to BRDC under Bidding Documents and/ or License Agreement, or otherwise.

10.9. Without prejudice to the rights of BRDC and the rights and remedies which BRDC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by BRDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender issued by BRDC for a period of 3 (three) years from the date such Bidder is found by BRDC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10.10. For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

- 10.10.2. Corrupt practice means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
- 10.10.3. Fraudulent practice means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- 10.10.4. Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- 10.10.5. Undesirable practice means
- establishing contact with any person connected with or employed or engaged by BRDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
 - having a Conflict of Interest; and
- 10.10.6. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- 10.11. BRDC reserves the right to reject any Bid and appropriate the Bid Security if:
- 10.11.2. At any time, a material misrepresentation is made or uncovered, or
- 10.11.3. The Bidder does not provide, within the time specified by BRDC, the supplemental information sought by BRDC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 10.12. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by BRDC, that one or more of the eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by BRDC to the Selected Bidder or the Licensee, as the case may be, without BRDC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, BRDC shall be entitled to forfeit and appropriate the Bid Security or Security Deposit/ Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to BRDC under the Bidding Documents and/ or the License Agreement, or otherwise.

11. MISCELLANEOUS

- 11.8. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Dispute of any nature would not be entertained by BRDC with regard to the Bid process or selection of the licensee. Even in cases where BRDC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful Bidder and BRDC shall be settled as per the dispute resolution procedure elaborated in the License Agreement. The courts at Shillong shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

- 11.9. BRDC , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - Consult with any Bidder in order to receive clarification or further information.
 - Retain any information and/ or evidence submitted to BRDC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 11.10. It shall be deemed that by submitting the bid, the Bidder agrees and releases BRDC its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 11.11. The Tender Document and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
- a) License Agreement
 - b) Tender Document. i.e., the License Agreement shall prevail over Tender Document.

Sd/-
(Mitali Chandra),IAS,
Director,
Bio-Resources Development Centre,
Shillong.

ANNEXURE -1: AREA STATEMENT

SITE DETAILS

1.1 Location

The Production Unit is situated within the Industrial Area at Mendipathar, North Garo Hills District, Meghalaya.

The site is located within a fenced industrial complex covering approximately 1,000 bighas under the ownership of the Meghalaya Industrial Development Corporation (MIDC), Government of Meghalaya, and forms part of the proposed Industrial Area development.

1.2 Building Infrastructure

The facility comprises an unutilised Type-IV Quarter along with about 2000 m² area adjacent to the Quarter leased from MIDC for a period of five years, extendable upon mutual agreement.

The building consists of four units, each containing:

- One room measuring approximately 6 m × 6 m
- Three rooms measuring approximately 4 m × 4 m each
- Attached bathroom and toilet facilities

The building is a two-level structure:

Ground Floor

- Laboratory and production area
- Approximate laboratory space: 64 sq. m

First Floor

- Fully furnished residential accommodation
- Four bedrooms

1.3. Utilities

Electricity

- Dedicated 100 KVA transformer

Water Supply

- Independent underground water source
- Additional water supply connection from MIDC

1.4. EXISTING EQUIPMENTS AT THE BIOFERTILIZER PRODUCTION UNIT				
Sl. no.	Equipment	Quantity	Specification	Remark
1	Temperature-controlled room	1	OUTER Size: 10'x 12' x 8'. Inner and outer made of Pre powder coated sheet 0.5mm with 60 mm thick PUF insulation. Floor panels with aluminium chequered plate. Fitted with CAM locks. Door size: 78"x34" with Imported lock and door fitting. Double Cooling unit. Complete fitted with sealed Air-cooled condensing unit fitted with 2 Nos. COPELAND/TECUMSEH compressors 2.0 TR (each) Product Cooler with sealed fan motor, Electrical panel with DIGITAL Temperature Controller with alarm to maintain 2°C to 8°C. Storage racks	Functional
2	Storage facility	1	OUTER Size: 10'x 12' x 8'. Inner and outer made of Pre powder coated sheet 0.5mm with 60 mm thick PUF insulation. Floor panels with aluminium chequered plate. Fitted with CAM locks. Door size: 78"x34" with Imported lock and door fitting. Double Cooling unit. Complete fitted with sealed Air-cooled condensing unit fitted with 2 Nos. COPELAND/TECUMSEH compressors 2.0 TR (each) Product Cooler with sealed fan motor, Electrical panel with DIGITAL Temperature Controller with alarm to maintain 2°C to 8°C. Storage racks	Functional
3	Homogenizer	1	Capacity: 100 kg. Suitable for mixing/ homogenizing of Biofertilizer, fitted with heavy duty motor & all standard attachment for above. Suitable to work on 220 Volts	Not functional
4	Packaging machine	1	Automatic, to fill & pack of 100 to 1000 g packets for Biofertilizer, suitable to work on 220 volts.	Functional
6	Rotatory floor shakers	4	Accommodate 25 flasks of 5ltrs	Not functional
7	Autoclave (big)	1	Inner dimension: 450x600 Capacity: 98 litres	Functional

Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

			Heater load:4 KW Working pressure:15-35 psi Working temperature:121-135°C Power supply: 220x230v AC, 50/60 hz Double walled (stainless steel) with radial locking Semi-automatic including water level indicator, stainless steel basket & vacuum breaker Automatic pressure control switch Automatic low water cut off system Microprocessor based digital temperature indicator cum controller with set value and process valve/digital timer	
8	BOD Incubator	1	Number Of Shelves - 4 Shelves Chamber Volume - 400 L Material - Mild Steel Frequency - 50 Hz Voltage - 230 V AC Compressor - Yes With Door Lock - Yes Temperature Range - 5 To 60 Degree	Functional
9	Magnetic stirrer	1	Available capacity: 500mL & 5L Top Plate: 120 x 120 mm Temperature range of top plate: Up to 380°C Stirring speed: Up to 1500 RPM Input voltage: 230 V AC $\pm$ 10, 50-60 Hz	Functional
10	Weighing balance HEB-1002	1	Capacity (g) - 1,000 Readability(g) - 0.01 g Weighing Modes - g, oz, lb, TAR Pan Size - 4.7" x 5.3" Power - 110VAC power adapter or AA batteries	Functional
11	Weighing balance HTB 6i	1	Capacity – 5kg Accuracy - 0.1g Material - Aluminium, plastic, stainless steel Display - LCD Optional - rechargeable battery pan size - 200mmx200mm	Functional
12	Generator	1	62.5Kva/50KW three phase Mahindra Make D.G set with manual control panel	Functional
13	Aspirator bottle	1	Capacity – 10L	Functional
14	Millipore	1	Water purification system produces Type III Product Flow rate : 15 LPH Product TOC : < 50 ppb (depends on feed) Bacteria : < 5 CFU/ml Feed water pressure : Flooded section to 2 Bar Feed Conductivity : < 2500 μ S/cm Inorganic impurity rejection : > 98% Organic impurity rejection : > 90% Particle rejection : > 99% <u>Laboratory Type 1 Water Purification system</u>	Not functional

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			Resistivity at 25 deg C : 18.2 M $\square$.cm Conductivity : 0.055 μ S/cm TOC : < 2 ppb Endotoxins : < 0.001 EU/ml $\square$ Product Flow Rate : 2.0 Liters /Minute	
15	Triple distillation unit	1	Specific Conductivity: 0.8-1 μ S/cm Biological Activity (distillate quality): Pyrogen Free Total Solids: 0.1 mg/ltr Silica: <0.01 mg/ltr Output Capacity (Approx.): 10 Ltr Power Rating (Total): 6KW Cooling Water Consumption (Approx.): 150 Ltr./Hr	Installation required
16	Vertical autoclave	1	Outer dimensions (in inch): 18x24 Inner dimension: 450x600 Capacity: 98 liters Heater load:4 KW Working pressure:15-35 psi Working temperature:121-135°C Power supply: 220x230v AC, 50/60 hz Double-walled (stainless steel) with radial locking Semi-automatic including water level indicator, stainless steel basket & vacuum breaker Automatic pressure control switch Automatic low water cut-off system Microprocessor-based digital temperature indicator cum controller with set value and process valve/digital timer	Functional
17	sealing machine	1	Package weight- 2.5 kg Package dimension- 305 (L)*85(W)*155(H) cm Model number- 200 Dv2 Seal mm (l*w)- 200*1.6 Power (V*VA)- 240*150	Functional
18	Small Homogenizer/Mixer (MILTON SS 304)	1	Capacity- 10 kg	Functional
19	Lamina Air flow (new)	1	Laminar Air Flow horizontal S.S.304& M.S. Powder Coated HEPA Filter -99.997 down to 0.3 microns Pre Filters - 5 microns Manometer - 0.50 Noise Level – less than 65db Illumination – LED Germicidal – U.V. Tube Blower -Dynamic balanced motor blower Size 150x60x60 cm Microprocessor controller, Digital display, magnetic gauge, & gas cock	Functional

Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

20	Lamina Air flow (old)	1	-	Not functional
21	Autoclave (small)	1	Capacity (Liters) - 10 Liters Working Temperature - 121°C – 140°C Operating Pressure - 15 PSI / 18 PSI Heating - Electric Heating Safety - Lid Locks, -Steam & vacuum release valve	Functional
22	Olympus compound microscope	1	-	Functional
23	Hot Air oven	1	Temperature Range: 50°C to 250°C (or higher depending on the model). Controller: Digital PID controllers or analog thermostats. Shelves: Adjustable, with multiple shelves (minimum 3) Trays: Stainless steel	Functional
24	Refrigerator	1	Type - Single Door Refrigerator Type - Compact Refrigerator Defrosting Type - Direct Cool Capacity - 170 L	Functional
25	Bottling Machine	1	Application - Bottle Filling Filling Material – Liquid Driven Type – Electric Material - Stainless Steel Speed - Up to 40 bottles per minute Power - 3.5 hp Stainless Steel Buffer Tank - 100- 150 liters Diving nozzle - Pneumatic Cylinder Bottle Stopper - Pneumatic Cylinder Container Capacity - 500 ml – 5000ml	Functional
26	Rotatory flask shaker (KUMAR SALES CORPORATION)	1	Base assembly fabricated from stainless steel 304 Stainless steel lotus clamp Continuous operations foundation-free system Compact five-crankshaft mechanism specially designed A.C. drive motor maintenance free variable speed from 20-250 rpm Shaking amplitude- 30mm stepless speed controller Digital display rpm indicator with pre-setting facility Automatic restart at present speed in case of power failure Controllable orbital speed- 200 rpm Automatic digital timer to present the desire duration of operation	Installation required

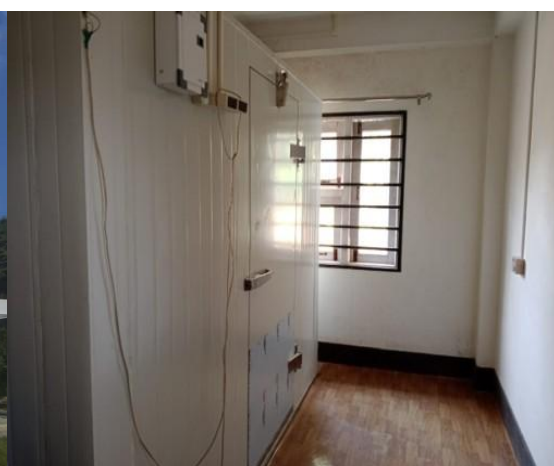
Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

27	Water Filtration System between the well and 3000-liter tank		Product Features: Corrosion Resistant, Outstanding Performance and Durability in harsh chemical environments Requires little to no maintenance Light Weight Easy Installation Easy Sand and Carbon Removal Maximum Operating Pressure: 10 bar Maximum Operating Temperature: 65°C Vacuum Maximum: 127mmHg Safety Factor – 4:1 top /bottom flange 40 bar – 4:1 side flange 40 bar	Installation required
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1.5. Photographs of existing infrastructure



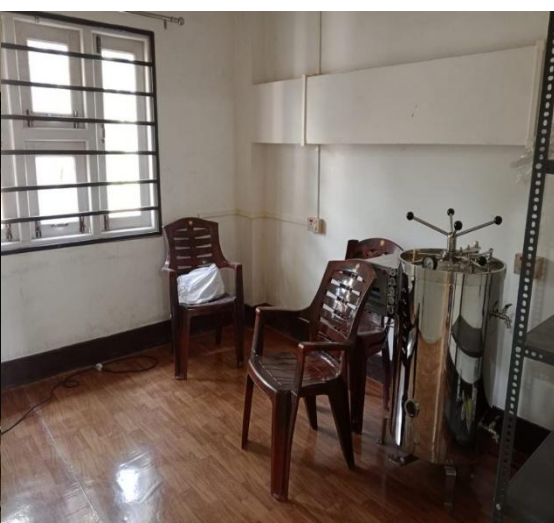
Building



Cold Storage Room



Packaging Room



Media Preparation Room

ANNEXURE -2 - Letter Comprising the RFP Bid

(On Official letterhead of the Bidder)

NIT No:

Date:

Sub: Tender for *Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode*
Sir/Madam,

With reference to above subject, I/we, having examined the Bid documents and understood their contents, hereby submit my/our Bid for the aforesaid selection as described in Annexure 1 on License Fees basis. The Bid is unconditional and unqualified.

- 1) I/ We acknowledge that BRDC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to BRDC any additional information it may find necessary or require supplementing or authenticate the bid.
- 3) I/ We acknowledge the right of BRDC to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/ We declare that:
 - a. I/ We have examined and have no reservations to the bidding documents, including Addendum/ Corrigendum, if any, issued by BRDC; and
 - b. I/ We do not have any conflict of interest in accordance with provisions of the Tender Document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as stipulated in the Tender Document, in respect of any bid or request for proposal issued by or any agreement entered into with BRDC; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 5) The undertakings given by me/us along with the application in response to the tender for the above subject were true and correct as on the date of making the tender application and are also true and correct as on the Bid due date and I/we shall continue to abide by them.
- 6) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to bid for the above

- subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender Document.
- 7) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BRDC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject License Agreement and the terms and implementation thereof.
 - 8) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - 9) I/ We have studied all the bidding documents carefully and also physically surveyed the existing Bio-fertilizer production facility. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BRDC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
 - 10) I/ We offer due EMD to BRDC in accordance with the Tender Document. The documents accompanying the Bid, as specified in RFP, have been submitted as part of the Technical as per the formats provided in the RFP (Bid Processing Fee has been submitted in the form of DD and original copy of Bid Security/ EMD in the form of Bank Guarantee).
 - 11) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
 - 12) The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addendum /corrigendum, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
 - 13) I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.
 - 14) I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement. To comply with all applicable laws, regulations including labor laws and indemnify BRDC fully against any issues arising out of noncompliance of applicable laws.
 - 15) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
 - 16) The EMD in the form of Bank Guarantee from(Bank) is also enclosed.
 - 17) I/ We hereby submit bid documents i.e. Tender Documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
 - 18) I/We declare that the uploaded Tender Documents are same as available on https://_____). I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing, and all pages are legible and indelible. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at the portal, BRDC shall have the absolute right to reject my/ our Bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.
 - 19) In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

Yours

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-3 - General Information of the Bidder

(On official Letterhead of the company)

1.
 - a) Name:
 - b) Address of the corporate headquarters:
 - c) Address of its branch office(s) in India:
 - d) PAN & GST details (Copy to be attached):
2. Details of individual(s) who shall serve as the point of contact/ communication for SSCL within the Company:
 - a) Name :
 - b) Designation :
 - c) Company :
 - d) Address :
 - e) Telephone Number :
 - f) E-Mail :
 - g) Address :
3. In case of Consortium/JV:

The information above (1 & 2) shall be provided for all the members of the consortium. Information regarding role of each member:

Signature:

(Name of the Authorized Signatory):

For and on behalf of (Name of the Bidder) Designation:

Place:

Date:

Note: Please attached the following documents in the technical proposal

- i. Proof of Registration
- ii. Proof of Registration of PAN, MSME or any other valid registration.
- iii. Proof of GST Registration and PAN

ANNEXURE-4(A) - Financial Eligibility

Certificate of Statutory Auditor/ Chartered Accountant with regard to eligibility of the Bidder

(On the Letterhead of the Statutory Auditor/ Chartered Accountant)

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the Gross Annual turnover of M/s _____ (Name of the Applicant) in the last 3 completed financial years is Rs. -----.

Year-wise details of Gross Annual Turnover from the business of alone are as under:

Name of Bidder or member of JV/CONSORTIUM	Net Worth as of 31st March 2026		
Name of Bidder or member of JV/CONSORTIUM	Turnover		
	2022-23	2023-24	2024-25
Name of Bidder or member (1) of JV/CONSORTIUM			
Name of Bidder or member (2) of JV/CONSORTIUM			
Total			
Average			

- (i) Net Worth and Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor/ chartered accountant of the applicants.
- (ii) Net Worth and Gross Annual Turnover from business of for each member of JV or CONSORTIUM shall be indicated separately without consideration of ratio of participation in the current tender.

Name & address of Applicant's

Bankers:

Signature and Seal of the Statutory Auditor
clearly indicating his/her membership number

Note:

- Audited financial statements of last three years are required to be submitted in the technical proposal.

ANNEXURE-4 (B) - Technical Eligibility

Certificate of Statutory Auditor / Chartered Accountant

(On the letterhead of the Signatory)

I / We have verified and certify that M/s _____, has Owned / Leased & Subleased / Leased & Occupied the below mentioned projects.

S.No	Name of the facility	Location	Owned or operated and managed under an agreement. Please specify	Annual production capacity (Ltrs/annum)	Lease Start Date	Lease End Date
1						
2						
3						
	Total					

Signature and Seal by indicating his/her membership number.

Note:

The Bidder shall submit the below documents along with the qualification details.

- Lease or License Agreement – in such case the summary including date of initiation and lease/license period should be Certified by a Chartered Accountant
- A Duplicate copy Lease or of License Agreement which are to be demonstrated as a part of technical evaluation in the proposal.
- A copy of the CIB & RC certification of the strains to be used as biopesticides

ANNEXURE-5 - Power of Attorney of Bidder (duly notarized)

Know all men by these presents, I / We (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to BRDC, representing us in all matters before BRDC, and generally dealing with BRDC in all matters in connection with our Bid. We hereby agree to have deemed ratified all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address) of the Attorney

For

Accepted

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

ANNEXURE-6 - Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at ----- on this ____ day of _____, 2026.

BETWEEN

M/s. _____, a Company incorporated under the _____ Act, _____ [year] and having its Registered Office at _____ acting through its duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

M/s _____, a Company incorporated under the _____ Act, _____ [year] and having its Registered Office at _____ and _____, acting through its duly authorized Representative by a resolution of the Board of Directors dated _____, (hereinafter referred to as the ('Participant Member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

Whereas Bio-Resources Development Centre (hereinafter referred to as 'BRDC') has invited Bids for the "Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode" in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by BRDC;

AND WHEREAS in terms of the Bid documents for participating in the Bid parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process may participate in the bid by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode" "in terms of the Bid invited by BRDC.
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by BRDC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid Commercial

Premise. In case the Consortium turns out to be the successful Bidder in the Bid being invited by BRDC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for “Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode”
4. That the Consortium have agreed to nominate M/s. _____ and as the representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the BRDC and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - I. The Lead Member M/S _____ shall have _____% percent of shareholding with reference to the Consortium for this specified license agreement.
 - II. The Participant Member M/S _____ shall have _____ (%) of shareholding with reference to the Consortium for this specified License Agreement.
6. That in case to meet the requirements of Bid documents or any other stipulations of BRDC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of BRDC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.
Enclosure: Board resolution of each of the Consortium Members authorizing:

- I. Execution of the Consortium Agreement, and
- II. Appointing the authorized signatory for such purpose.

ANNEXURE-7 - Affidavit

(To be given separately by each consortium member of the Bidder on requisite Stamp Paper)

I, ----- (insert designation) S/o. -----, resident of ----- the of the (insert name of the single Bidder/consortium member if a consortium), do solemnly affirm and state as follows :

- 1) I say that I am the authorized signatory of (insert name of company/ consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose to this Affidavit on behalf of the Bidder/ Consortium Member.
- 2) I say that I have submitted information with respect to our eligibility for Bio-resources Development Centre (hereinafter referred to as “BRDC”) Tender for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode, I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3) I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by BRDC to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by BRDC.
- 4) I say that if any point of time including the License period in case BRDC requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of BRDC.
- 5) I say that we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6) I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION: -

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at _____ (place), on this the _____ day of 2026.

DEPONENT

ANNEXURE-8 -Undertaking of Responsibility

On Rs. 100/- stamp paper duly notarized.

As a Lead Member of the consortium of ____ companies – namely (Complete name with address) jointly & severally undertake the responsibility in regard to the License Agreement with BRDC in respect of Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

1. That, we solely undertake that (Name of the Company/consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode
2. That, all consortium members are jointly or severally responsible for all commitments/ liabilities/ dues etc. to BRDC.
3. That, we further confirm that, the stake holding of Lead Member- (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, ensure that there shall be no change in the stake holding of all parties in the 10 (ten) years license period.
4. We also confirm that our consortium was made on _____ (Date) for seeking, licensing rights of BRDC Commercial Premise and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized Representative of all ____ consortium members to sign on undertaking with witness signatures)

Witness 1.....

ANNEXURE-9 – Undertaking For Downloaded Tender Document

(On official letterhead of the company)

We here by confirm that, we have downloaded / read the complete set of Tender Documents /addendum/clarifications along with the set of enclosures hosted on website(s) of _____ We confirm that we have gone through the Tender Documents, addendum and clarifications for this work placed up to the date of opening of bids on the website_____. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft Licensee Agreement.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

ANNEXURE-10 - Undertaking for not being banned for business by any Govt. Organisation / PSU / etc.

(On official letter head of the company)

I/We hereby declare, confirm and undertake that:

“As on date of Tender submission none of the Departments of Govt. of Meghalaya have banned business with me/us nor (ii) Any Central/state Government department/PSU/Other Government entity or local body have also banned business with us which is applicable to all ministries of Govt. of India”.

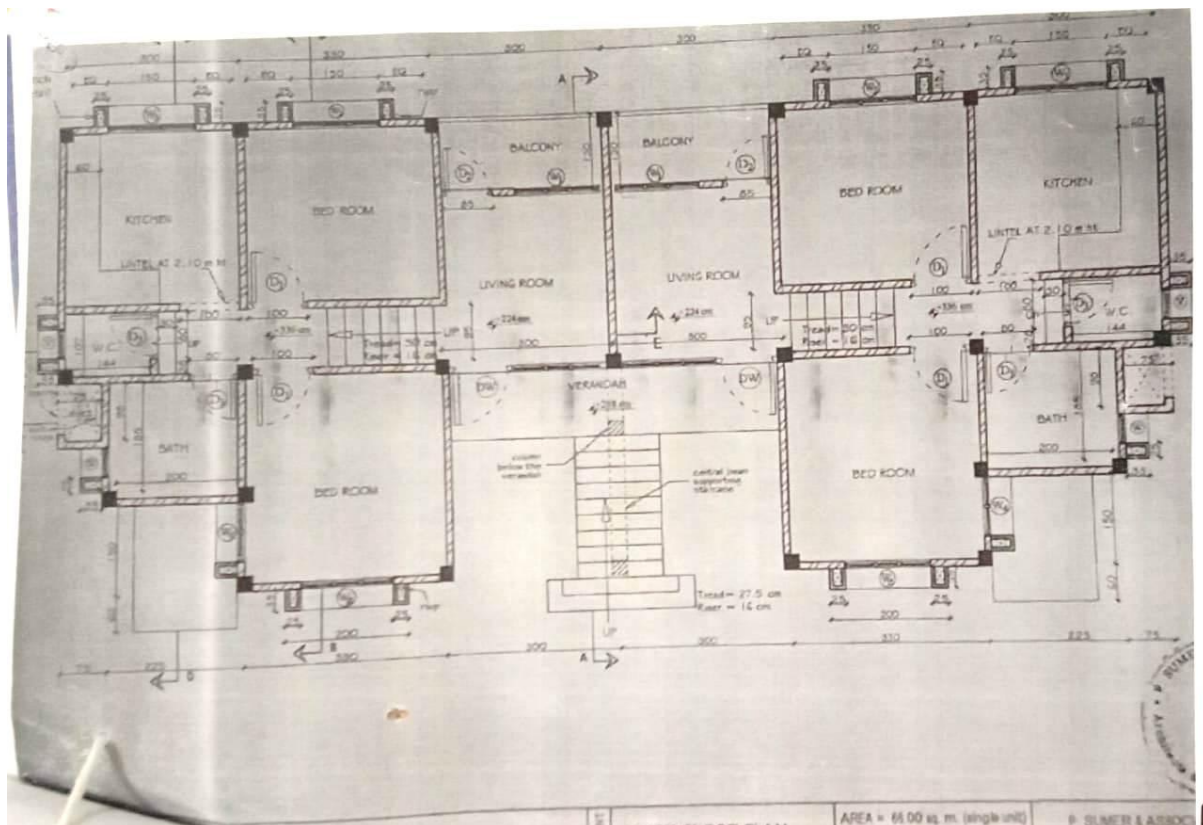
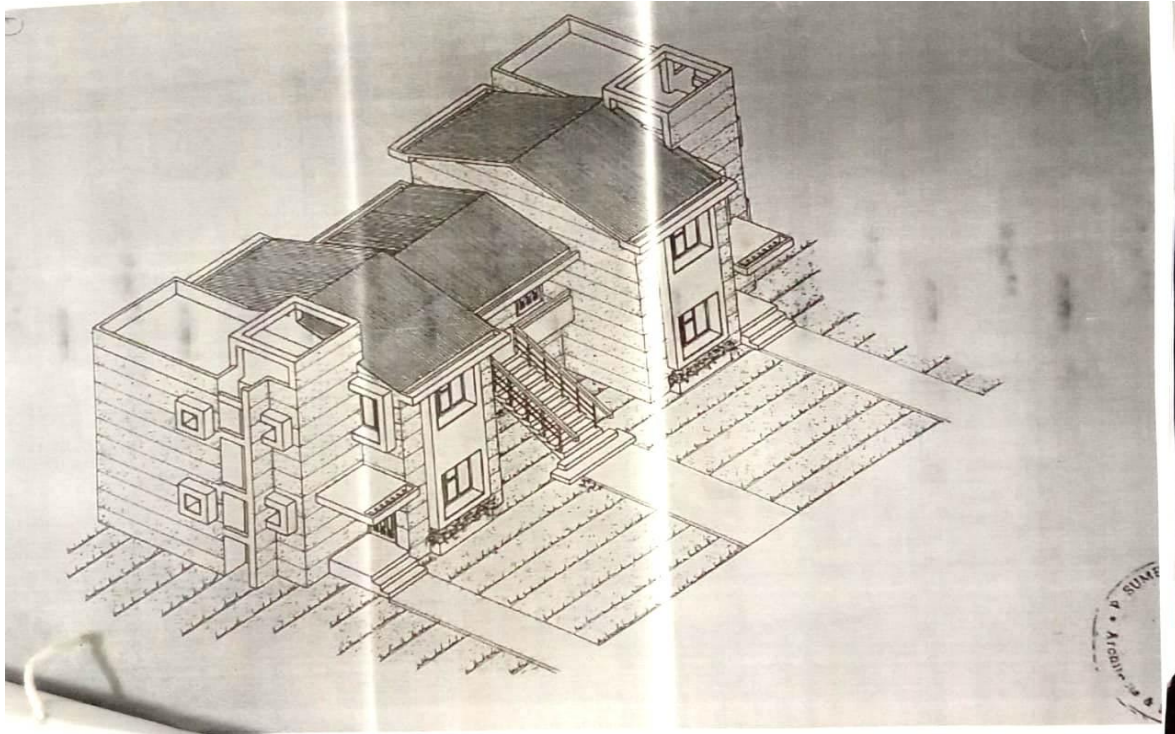
STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

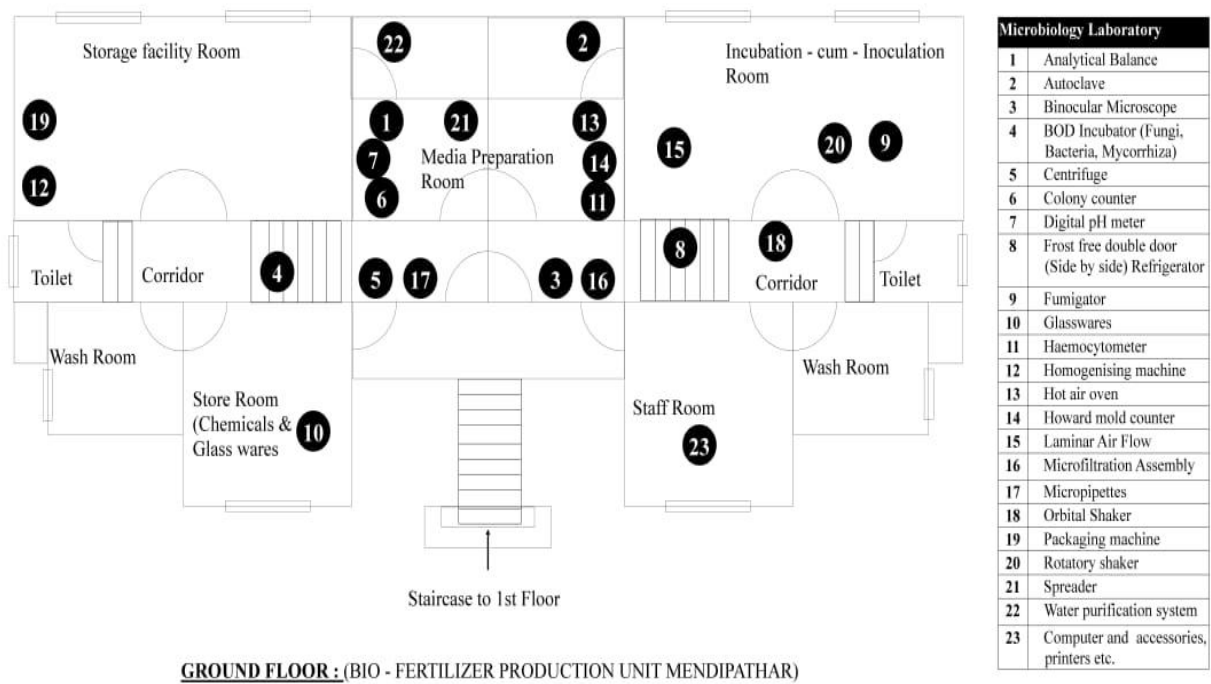
- 1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.*
- 2. The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.*

Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

ANNEXURE-11 -Building plans of Commercial Premise



Request for Proposal (RFP) for selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode



ANNEXURE 12 - Disclosure of past & ongoing litigation

Information regarding Litigation / Arbitration during last five years in which the bidder is involved, the parties' concerned and disputed amount.

Pending Litigation

Pending Litigation				
I. No pending litigation in accordance with (Type of Litigation to be mentioned)				
II. Pending litigation in accordance with (Type of Litigation to be mentioned)				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Details of Litigation	Details of Related Parties
(insert year)	(insert amount)	(insert percentage)		

Litigation History

Preceding 5 years to be reckoned from the proposal due date.

Litigation History				
Year of dispute	Amount in dispute	Outcome as Percentage of Net Worth	Details of Litigation	Details of Related Parties

Yours sincerely,

Signature, name and designation of the Authorized signatory Name and seal of
Bidder/Lead Member

Date:

Place:

ANNEXURE 13 - BANK GUARANTEE FOR BID SECURITY/EMD

(FORMAT)

From-----

[Name and Address of Bank]

Sub: Tender for *Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode*

1. [Name of relevant Bidder] ("Prospective Bidder") has in response to a Request for Proposal ("RFP") issued by BRDC, submitted a proposal dated ----- (the "Proposal") for it to procure an Agency (the "Licensee") as «*Licensee for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode*»
2. [Name of Bank] with its registered office at -----, unconditionally guarantees to pay BRDC upon first the written demand and without deduction the sum of INR 2,50,000/- (Indian Rupees Two Lakhs Fifty Thousand Only) ("Guaranteed Sum") subject to the conditions set out below.
3. **[Name of Bank] undertakes to immediately pay BRDC the Guaranteed Sum upon receipt** of the first written demand by BRDC without BRDC having to substantiate its demand, provided that the demand states that the amount demanded is due as a result of the occurrence of one or more of the conditions referred to in clause 4 below.
4. [Name of Bank] will be liable to immediately pay the Guaranteed Sum without deduction to BRDC if it notifies BRDC in writing that:
 - a. The Bidder withdraws his Bid during the period of validity as provided in this Volume I of the RFP documents.
 - b. If the bidder submits a conditional Bid which not acceptable to SSCL.
 - c. If the bidder has been notified of the acceptance of his Bid by SSCL:
 - d. if the Bidder fails to sign the License Agreement; or
 - e. in case the bidder fails to furnish the required Security Deposit/ Performance Security within the specified time in accordance with the RFP Documents.
5. This guarantee will remain in force up to 180 days from the Bid due date or as it may be extended by the BRDC, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
6. BRDC is entitled to make any demand under this guarantee not later than the day this guarantee ceases to remain in force in accordance with clause 5.
7. BRDC is under no obligation to notify [Name of Bank] of any extension of the Validity Period of the Proposal or the selection of the Prospective Bidder as one of the successful Bidder.
8. [Name of Bank] agrees that it will not assign its obligations under this guarantee without the prior written consent of BRDC. BRDC will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to [Name of Bank] and the assignee assumes in

writing the obligations of [Name of Bank] under this guarantee at the same time or before the assignment.

9. The jurisdiction in relation to this Guarantee shall be the Courts at Shillong and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee can also be lodged at our Office.

SEAL OF [BANK]

NAME OF BANK-----

SIGNATURE-----

NAME:

DESIGNATION:

DATE:

ANNEXURE-14 - Financial Bid Format

This Annexure will be submitted in the Financial Bid

I/we, having examined the bidding documents and understood their contents, hereby submit my/our financial bid for Licensing of Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) mode

The Bid is unconditional, and I/We undertake to make payments to BRDC as per the Payment Schedule without any delay.

	Amount (INR)	In words
Annual License fee		

Note:

- **Taxes:** The quoted License Fee is exclusive of GST and any other applicable taxes as per the law of land.
- **Annual License Fee:** The License Fee shall be calculated based on the Commercial built up area offered by the Licensor to the Licensee.
- **Escalation:**
 - I. There will be an escalation of 15% in every 3 years.**
 - II. The Annual Licensee Fee will have to be paid within 10th day at the beginning of each year in advance (after completion of rent-free grace period of 180 days).**
- **License Tenure:** The License granted under the License Agreement shall be valid for a period of 10 (Ten) years from the date of execution of License Agreement.
- **Renewal:** BRDC shall renew the License Period at its sole discretionary power, at the request of the Licensee as per the terms and conditions as deemed fit.
- **Reserve Price:** Any bids received below the reserve price of INR 1.0 lakh (One lakh) for Year 1 will be rejected.

Date:

Place:

Annexure 15: Undertaking for not having Conflict of Interest with the Bidding Process

(On official letter head of the company)

I/We hereby declare, confirm and undertake that:

“As on date of Tender submission

(i) I/us are only the constituent of the single bid

(ii) I/us do not have any connection/association/business relations with any of the Govt. officials working under Govt. Meghalaya

If this undertaking found to be false at later stages, we are liable for the punitive actions as per the terms and conditions of this RFP.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.

The undertaking shall be signed by authorized signatory of the Bidder or constituent member in case of JV/Consortium.

BIO-RESOURCES DEVELOPMENT CENTRE

LICENSE AGREEMENT

For

Selection of an Agency for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-Fertilizer Production Unit at Mendipathar, North Garo Hills, Meghalaya through Public Private Partnership (PPP) Mode

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ARTICLE 1 -LICENSE AGREEMENT

(this document is generic in nature and will be suitably modified before execution)

Agreement No _____ of Year _____

THIS AGREEMENT is executed on this _____ day of _____ [year] at Shillong.

BY AND BETWEEN

The Bio-Resources Development Centre a registered institution under the Meghalaya Society Registration Act XII of 1983 under the Department of Planning, Govt. of Meghalaya having its administrative office at _____, India, represented by _____ (Designation) hereinafter referred to as the “Licensor” or “BRDCL” (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s. _____, having its registered office at and represented by _____ (Authorized Signatory), hereinafter called “Licensee” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the Second party.

WHEREAS

- a) BRDC established a Bio-fertilizer Production Unit at the Industrial Area, Mendipathar, North Garo Hills District, Meghalaya, with the objective of promoting sustainable agriculture through microbial inputs.
- b) To upgrade and commercially utilize the existing facility by converting it into a Bio-pesticide Production Unit, BRDC invited bids through a Public-Private Partnership (PPP) mode for the Renovation, Customization, Financing, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer Production Unit.
- c) Based on the receipt of the tender document as submitted by the Bidder, a successful Bidder (hereinafter referred to as Licensee) has been selected for assigning Licensing rights for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills District, Meghalaya, through Public Private Partnership (PPP) mode.
- d) BRDC has agreed to provide to the Licensee the Licensing Rights for Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-pesticide production unit at Mendipathar, North Garo Hills, on payment of annual License Fee, security deposit and other charges to BRDC on the terms and conditions hereunder contained in this License Agreement.
- e) The Licensee shall Renovate, Customization, Finance, Installation, Testing, Commissioning, Operation and Management and sell the produced Bio pesticide from this production unit at Mendipathar, North Garo Hills, Meghalaya as specified in this Agreement.

- f) BRDC shall provide financial assistance towards the capital cost of the Project, subject to a maximum contribution of **Rs.70.00 lakh (Rupees Seventy Lakhs only)**, in accordance with the payment terms specified in this Agreement and the RFP.

PAYMENT TERMS

The financial contribution of BRDC shall be released subject to fulfilment of the following conditions:

- A. The financial contribution from BRDC towards the capital investment shall be released to the selected bidder in three (3) instalments of forty percent (40%), thirty percent (30%), and thirty percent (30%), respectively, during the stipulated completion period of sixty (60) days provided for completion of the renovation and customization of the existing unit.
- B. The release of each instalment shall be contingent upon the bidder having completed the corresponding milestone under the agreed scope of work and contributed its proportionate share of the required investment, as verified through inspection and certified by BRDC. The second and third instalments shall be released only upon BRDC's confirmation that the work executed is satisfactory and in accordance with the approved specifications, terms, and conditions of the agreement.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein, BRDC and the Licensee (hereinafter collectively called “Parties”) witness and hereby agree as follows:

- A) The several documents forming this Agreement are to be read as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order:
 - 1) This Agreement
 - 2) Letter of Acceptance No. _____ dated _____ .
 - 3) The written clarifications and addenda issued to the Bidders
 - 4) Request for Proposal including the Draft License Agreement
 - 5) Any other document of BRDC and Licensee forming part of the Bidding process.
- B) The Licensee hereby covenants as follows: -
 - I. Licensee hereby assumes responsibility for the existing Bio-biofertilizer production unit along with its associated infrastructure (referred to in **Annexure – 1** in the RFP document). The Licensee shall inter alia be responsible for the Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-pesticide production unit at Mendipathar, North Garo Hills, as specified in this Agreement. The plans, proposals, ideas and suggestions proposed by the Licensee with reference to the existing Bio-biofertilizer production unit are subject to approval by BRDC and by other relevant government agencies/departments with regard to operational feasibility, aesthetics, and safety and security concerns. The Licensee shall not and hereby voluntarily and

- unequivocally agree not to seek any claim, damages, compensation or any other consideration for same.
- II. The Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from BRDC in this regard.
- III. The Licensee confirms having examined the location of the existing Bio-fertilizer production unit and other connected issues pertaining to the RFP in detail and fully understands and comprehends the requirements. The Licensee also confirms full satisfaction as to the business viability of licensing the existing Bio-fertilizer production unit and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made an independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and/or other amounts due to BRDC under this License Agreement.
- C) That BRDC and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.

ARTICLE 2- DEFINITIONS

- a) **“Agreement”** means this License Agreement to be executed between BRDC and the Selected Bidder in the format approved by BRDC and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Renovation of the existing Bio fertilizer production unit” and the contract during the subsistence of this Agreement.
- d) **“Bidder”** means any entity which is a partnership firm under the Partnership Act, 1932, a limited liability partnership firm in terms of the Limited Liability Partnership Act, 2008 or a company having its registered office in India either under the Companies Act 1956 or the Companies Act, 2013 or a combination of the above in the form of Joint Venture (JV) or a Consortium etc. which is submitting its bid pursuant to Tender Documents.
- e) **“Bid”** means the documents in their entirety comprised in the bid, including all clarifications, addenda and revisions issued by BRDC to the Bidders, the Proposal submitted by the successful Bidder (Licensee) in response to the bid notice in accordance with the provisions thereof.

- f) **“Change in Law”** means the occurrence or coming into force of any of the following after the date of signing this Agreement:
- i. The enactment of any new Indian law
 - ii. The repeal, modification or re-enactment of any existing Indian law
 - iii. Any change in the rate of any Tax.

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)
 - ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- g) **“BRDC”** means **Bio Resources Development Centre**, a registered institution under the Meghalaya Society Registration Act XII of 1983 under the Department of Planning, Govt. of Meghalaya
- h) **“Compliance Date”** means the date of execution of the License Agreement.
- i) **“Commencement Date”** end of the rent-free period of 180 days from the Compliance date
- j) **“Construction/s”** means the building, infrastructure including all utilities and constructions of any nature whatsoever developed by the Licensor on the Project Site and handed over to the Licensee.
- k) **“Damages”** shall mean any claim of BRDC against the licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which BRDC shall be entitled to claim and adjust the Security Deposit.
- l) **“Handover Date”** means the date of Handover of the said Commercial Space by the Licensor to the Licensee as detailed in **Annexure - 1**.
- m) **“Interest Free Security Deposit”** means interest-free security deposit to be furnished by the Licensee to BRDC as per terms and conditions of the License Agreement, to be released after successful completion of the License period.
- n) **“License”** means the permission granted by BRDC to the Selected Bidder for commercial activity in Commercial Space, for a License Fee based on the terms and conditions of the License Agreement.
- o) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with BRDC pursuant to the conclusion of the bidding process.
- p) **“Licensor”** shall mean BRDC, its assigns, its successors in interest or any other body corporate which may be authorized in writing by BRDC to act on its behalf.
- q) **“License Fee”** means the amount payable by the Licensee to BRDC as per terms and conditions of the License Agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the Licensee as per prevalent law.
- r) **“License Period”** means a period of 10 (Ten) years subsequent to handover of site.
- s) **“Project”** means the Renovation, Customization, Finance, Installation, Testing, Commissioning, Operation and Management of the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya, in accordance with the Layout Plan approved by BRDC/LICENSOR.

- t) “**Selected Bidder**” means the Bidder who has been selected by BRDC, pursuant to the bidding process for award of License.
- u) “**Sub-Licensee**” means an entity to whom the selected licensee may at his option sub-license the license obtained from BRDC
- v) “**Termination**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this License Agreement.
- w) “**Termination Date**” means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Agreement whichever is earlier

ARTICLE 3- INTERPRETATION

- 3. In this Agreement, unless the context otherwise requires,
- 3.1. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or can apply to any transaction entered hereunder.
- 3.2. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye-laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- 3.3. references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 3.4. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 3.5. the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- 3.6. references to “**development**” include, unless the context otherwise requires, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and “**develop**” shall be construed accordingly;
- 3.7. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 3.8. any reference to day shall mean a reference to a calendar day;
- 3.9. references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in Shillong are generally open for business;
- 3.10. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- 3.11. references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;

- 3.12. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- 3.13. the words importing singular shall include the plural and vice versa.
- 3.14. references to any gender shall include the other and neutral gender;
- 3.15. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, License or document of any description shall be construed as reference to that agreement, deed, instrument or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of BRDC/Licensors hereunder or pursuant hereto in any manner whatsoever;
- 3.16. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;
- 3.17. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- 3.18. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- 3.19. time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 3.20. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

LAW

The contract shall be governed under the provisions of the Indian Contract Act 1872.

ARTICLE 4 - GRANT OF LICENSE

4.1. LICENSED SITE:

- 4.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, and in particular subject to the due fulfilment of all the obligations assumed towards BRDC by the Licensee, BRDC hereby grants and authorizes the Licensee to the following (the “Specified Purpose”):
- a) To have access to the existing Bio-fertilizer production unit at Mendipathar, North Garo Hills, Meghalaya during the License Period, Develop, Renovate, Customize, Finance, Installation, Testing, Commissioning, Operation and Management the facility during the License Period at the cost and risk of the Licensee. Any development made by the Licensee on the Licensed Space(s) shall be deemed to be the property of BRDC and all the rights of the Licensee in the Licensed Space(s) shall be relinquished in the favor of BRDC.
- 4.1.2. The Licensee, subject to complying with the terms and conditions of this Agreement, shall have the use of the existing Bio-fertilizer production facility (the site) during the License Period in accordance with the terms of this Agreement and limited for the purposes mentioned in Annexure - 1. The Licensee shall not use the site or the project facility for any other purpose. However, if the Licensee intends to utilise the licensed space for any other purpose other than what is mentioned in Annexure - 1 is subject to the approval of BRDC. Also, the licensee hereby accepts unconditionally and unequivocally that this shall not limit any liability or responsibility or be a cause to seek any penalty, damages or charges in any form or to seek extension of due dates for payments by the licensee.
- 4.1.3. The Licensee shall confine its operations to the Project Site. The Licensee shall take all necessary precautions to keep persons and equipment within such areas and to keep and prohibit them from encroaching, damaging or degrading or affecting adversely the neighbouring/BRDC/Licensor areas or otherwise causing any interference to the employees, representatives and agents of BRDC/Licensor & Neighbouring party.
- 4.1.4. If there is a non-compliance of the above observed by BRDC/Licensor, BRDC/Licensor shall issue a notice to rectify the non-compliance within a stipulated time. If the noncompliance is not rectified within the stipulated time, an appropriate fine for each infringement shall be imposed by BRDC/Licensor, along with additional time for rectification of such infringement.
- 4.1.5. The Licensee is required to introduce and observe at all times, appropriate measures for safety, security and orderliness on the premises granted to the Concessionaire/Licensee. The Licensee shall also submit the necessary safety policy which will be submitted to BRDC/Licensor for verification.

4.2. LICENSE PERIOD

- 4.2.1. The access to the site shall be granted to the Selected Bidder immediately from the date of execution of the License Agreement which shall be executed within a period of 15

days from the payment of the Security Deposit by the Selected Bidder to the BRDC (hereinafter referred to as “Compliance Date”).

- 4.2.2. The License granted under the License Agreement shall be valid for a period of 10 years from the date of execution of Agreement. The License Agreement may be terminated by either party to the Agreement after giving 5 months’ notice. On termination of the License, the licensed area and all structures developed on such area will transfer to the possession of BRDC.
- 4.2.3. At the end of the License Period or sooner determination of this Agreement for any reason whatsoever all rights given under this License Agreement shall cease to have an effect and the Licensed Area with all the furniture and fixtures and other assets permanently attached to the licensed area shall revert to BRDC without any obligation on part of BRDC to pay or adjust any consideration or other payment to the Licensee. No claim, compensation or damages shall be entertained by BRDC on this account.
- 4.2.4. BRDC shall renew the License Period at its sole discretionary power, at the request of the Licensee as per the terms and conditions as deemed fit.
- 4.2.5. If the Licensee exits the License Agreement during the tenure of the License, the Interest Free Security Deposit shall be forfeited by BRDC besides recovering other dues including the License Fee.
- 4.2.6. No partial surrender or downsizing of a portion or whole floor or part of the licensed space is permissible during the tenure of the Agreement. For the avoidance of doubt, it is specifically clarified that the license fee is applicable on the total built-up area irrespective of the usage or lack of occupancy thereof of the total built-up area by the licensee.
- 4.2.7. For the purpose of clarification, at the end of the License Period, on any ground whatsoever, the BRDC shall have the absolute right to run the Project Site on their own, or re-license to any third party or to manage it in any other manner as they may deem fit in their sole discretion.
- 4.2.8. BRDC has the right to prematurely end the License if the Licensee/ Sub - Licensee / both do not follow the terms of this contract.

4.3. RIGHT TO SUB-LICENCE

- 4.3.1. The Licensee shall not have any right to sub-license.
- 4.3.2. If the Licensee is found to have sub-licensed, then the License Agreement will be liable for termination at the sole cost and expense of the Licensee.

4.4. ASSIGNABILITY & ENCUMBRANCES:

- 4.4.1. the Licensee shall not assign any of its rights, or interest in this License Agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- 4.4.2. Under no circumstance the building or facilities constructed or installed by BRDC / Licensor at the Licensed Site(s) shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including the Lenders / Financial Institution(s) / Banks etc.
- 4.4.3. Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of any system,

including but not limited to the fire safety system that is exclusively under scope and control of Licensee. BRDC shall not be responsible for any loss of life and property in premises due to any reason including but not limited to malfunctioning of the fire system in case of any fire emergency within the Licensed site. The Licensee would have to prepare all documents as required by the civic/statutory agencies and submit the same to BRDC.

ARTICLE 5 - LICENSE FEE

- 5.1. Commencement of License fees shall be the date immediately upon completion of 60 days provided for renovation works. The Licensee voluntarily and unequivocally agrees not to seek any claim, compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of the Site on date of deemed handing over, if applicable.
- 5.2. The existing Bio-fertilizer production facility as mentioned in Annexure-1 shall be handed over by Bio Resources Development Centre (Date) [on the same date of execution of the license agreement].
- 5.3. **LICENSE FEE:**
- 5.4. The annual License Fee for the License Space shall be as quoted by the Licensee in the Bid Form.
- 5.5. Along with License Fees, Licensee shall also pay other dues i.e. statutory dues/liabilities, electricity and water consumption charges, damages /penal charges if applicable, pending arrears if any, etc. as applicable from time to time.
- 5.6. The License Fee shall be paid to BRDC on an annual basis in advance to BRDC within 10 days from the beginning of the year without expecting any specific demand notice from BRDC. The License Fee shall be payable to the following account of BRDC.

Account Title:

Bank Account Number:

Name of the Bank:

IFSC:

Branch:

Address:

- 5.6.1. The Licensee agrees voluntarily and unequivocally to make all payments to BRDC as may be due before the due date, without waiting for any formal advice from BRDC. In the event of non-receipt of any invoice, the Licensee agrees to collect the same from the office of the authorized representative of the Licensor.
- 5.6.2. The Licensee shall advise the details of payment deposited with BRDC. In the case of non-submission of such details, initially Third-Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of BRDC), then other dues/ liabilities like

electricity, other utility charges, etc, if not paid by the Licensee and lastly License fee shall be accounted for.

- 5.6.3. The License Fees shall be increased by 15% on compounding basis after completion of every three years from the date of commencement of License Period.
- 5.6.4. The Site that has been handed over to the Licensee under this Agreement will be kept in good condition and maintained properly by the licensee at their own cost.
- 5.6.5. If the Licensee fails to pay or partly pay the License Fee and other dues required to be paid as per terms and conditions of the License Agreement by the due date, a 30 days cure notice period will be given to pay the outstanding License Fee and other dues along with an interest of 24% (Twenty Four percent) per annum. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
 - a) If the Licensee fails to deposit the outstanding License Fee and other dues within 30 days of cure notice, BRDC shall be entitled to issue a Termination notice to make payment of the outstanding License Fee and other dues within next 15 days.
 - b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within 15 days from the date of issue of termination notice, it shall constitute material breach of contract and Licensee's event of default under this Agreement and shall entitle BRDC to terminate the License Agreement as per provisions stipulated in Article-10 of the License Agreement and shall restrict the access of the Licensee to the subject site. After such termination, BRDC shall forfeit Interest Free Security Deposit deposited by the Licensee and recover BRDC's dues without prejudice to take such other action available to BRDC under this Agreement and as per Law.

5.7. EXTENSION OF DATE OF COMMENCEMENT / LICENSE PERIOD

- 5.7.1. If in the event of, the progress of work being delayed by any act or neglect of BRDC or its employees or by other contractor / Licensee employed by BRDC or in executing the works on which Licensee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Licensee's own default etc., then upon happening of any such event Licensee shall immediately bring it to the notice of BRDC within 30 days of happening of such an event and accordingly either Commencement Date or License Period individually or in combination may be extended suitably, as in the opinion of BRDC are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.
- 5.7.2. Apart from above, the Licensee shall not be eligible for any other relief/ compensation for works so carried forward to the extended period. In addition, the Licensee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of BRDC to proceed with the works.
- 5.7.3. Any failure or delay by BRDC to provide the Licensee possession of the licensed site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the BRDC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the License Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.

- 5.7.4. Nevertheless, in the event of the delay being due to reasons attributable to the Licensee, or its failure to complete its obligations within the specified time as per the License Agreement, for reasons other than the reasons attributable to BRDC, the Licensee shall not be entitled for any extension of date of Commencement Date or License Period whatsoever.
- 5.7.5. In case of extension of period by BRDC/Licensors, the escalation of License Fee will be applicable from the Commencement Date only.

5.8. SECURITY DEPOSIT

- 5.8.1. The Licensee shall submit an Interest Free Security Deposit to BRDC for a sum equivalent to which is equivalent to first year License Fee for the said Licensed Space(s) with a validity of three years. This Security Deposit shall be submitted within 15 days of issue of the LOA. The Security Deposit shall be in the form of an unconditional and irrecoverable Bank Guarantee in favor of “**Bio Resources Development Centre**”, drawn on any Public Sector Bank and payable /encashable at Shillong. The Bank Guarantee for Security Deposit shall be submitted or be renewed for a sum equivalent to one year’s License fee of the following year with a validity of three years.
- 5.8.2. The Security Deposit would however be forfeited in case of any “Event of Default” as described in the License Agreement and/or in accordance with terms specified elsewhere in the bid document.
- 5.8.3. Upon the BRDC/Licensors being of the view that the Licensee has committed any breach or default of this Agreement, BRDC/Licensors shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate the relevant amounts from the Security Deposit as loss/damages for such breach or default. Upon such encashment and appropriation from the Security Deposit, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a new Security Deposit, as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which BRDC/Licensors shall be entitled to terminate this Agreement and forfeit the remaining amounts of the Security Deposit, if any.
- 5.8.4. The Licensee agrees and undertakes to keep the Security Deposit valid on roll over basis throughout the License Period till the end of the License Period plus 180 days thereafter. The Security Deposit shall not carry interest.
- 5.8.5. The said Security Deposit shall be returned by BRDC/Licensors after the expiry of the License Period without any interest subject to fulfilment of all handing over obligations/requirements by the Licensee, to the satisfaction of BRDC/Licensors and further subject to deductions/adjustment for all damages/losses suffered by BRDC /Licensors
- 5.8.6. If the Licensee defaults in any of the annual License Fee for more than 45 (Forty Five) days from the due date as per the provisions of this Agreement, BRDC/Licensors shall be entitled to en-cash the Security Deposit without being liable in any manner whatsoever to the Licensee and to appropriate the Security Deposit as “damages”, without prejudice

to other rights and claims of the BRDC/Licensor in which case the Licensee shall replenish the Security Deposit to the original value or submit a new Bank Guarantee for the original value i.e. equivalent to 100% of one year License.

- 5.8.7. In case after submission of the revised Security Deposit, the Licensee defaults second time in recurring payment, BRDC/Licensor at its sole discretion, shall be entitled to terminate this Agreement in accordance with the provisions of Article 10, without being liable in any manner whatsoever to the Licensee and to appropriate the Security Deposit as predetermined “damages”.

6.1. TAXES AND OTHER STATUTORY DUES

- 6.1.1. The property tax applicable, if any, on the property of BRDC shall be borne by BRDC.
- 6.1.2. Goods & Service tax (GST), as applicable time to time, shall be borne by Licensee.
- 6.1.3. All other statutory taxes (including GST), statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee indemnifies BRDC from any claims that may arise from the statutory authorities in connection with this License for the License period if the same is raised by the concerned authorities in future.
- 6.1.4. Payment of all stamp duties required to execute this License Agreement shall be borne by Licensee.

6.2. SITE SAFETY AND SECURITY MEASURES

- 6.2.1. The Licensee is required to make its own arrangement for firefighting which shall confirm to the IS Code of Practice/fire services norms of the State and all other applicable statutory bodies.
- 6.2.2. The Licensee shall comply with all safety regulations as applicable, in its design, access arrangements and operations on Project Site.
- 6.2.3. The Licensee shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all plant and machinery, equipment, materials and other things required for the construction and operation and maintenance of the facilities.
- 6.2.4. Unless otherwise stated in this Agreement:
- a) The Licensee shall ensure not to allow any unauthorized person to enter the Project Site except authorized person.
 - b) The authorized persons during the construction phase shall be limited to the employees of the Licensee, employees of subcontractors of the Licensee, and employees and persons authorized by BRDC/Licensor.
- 6.2.5. Employees/staff of the Licensee shall not be deemed or construed to be the employees of BRDC/ Licensor. The Licensee undertakes that its employees/staff shall make no claim against the BRDC/Licensor for any reason whatsoever, throughout the License Period. Further, the Licensee also agrees that the BRDC/Licensor shall not be liable for any accident/injury or claims of the workers/employees employed by it or by its contractor/sub- contractors during the execution of the development works, under this Agreement, throughout the License Period.
- 6.2.6. If during the License Period, any loss of property and/or loss of life takes place, the Licensee is only responsible for the same and liable for payment of damages/compensation etc. and BRDC/Licensor shall not be liable for any such claims.

The Licensee would be responsible including the payments arising out of any third-party claims. The Licensee is advised to procure necessary insurance for meeting such liabilities at its own cost and a copy of the same shall be submitted to the Licensor for verification.

- 6.2.7. The Licensee shall be solely liable for the above-mentioned obligations/responsibilities. In case any liability, on account of the Licensee's failure to comply with the above, falls on BRDC/Licensor, the Licensee shall fully indemnify BRDC/Licensor and holds the Licensor indemnified against non-compliance of any such obligations/loss/damages etc.
- 6.2.8. The Licensee shall prepare the necessary safety Policy as per the industrial practice and as per the safety rules and regulations as applicable Government of Meghalaya. and submit a copy of the same to the Licensee before execution of construction / any interior work at the site.
- 6.2.9. The Licensee shall carry out all routine checks and maintenance, or repair works with adequate advance notice in such a planned manner at regular intervals that there shall be minimal disruption of the operations of the nearby area and the BRDC/Licensors station/property.
- 6.2.10. BRDC /Licensor may inspect the Project Site and project facilities at any time for its own assessment of the compliance by the Licensee with its maintenance obligations under this Agreement. The Licensee shall extend all reasonable assistance to the BRDC/Licensor representatives during such inspection visits.

ARTICLE 6- FITTING-OUT, OPERATION AND MAINTENANCE OF COMMERCIAL SPACE

6.1. Approval of Plan- Submission of drawings:

- 6.1.1. The Licensee shall commence fitting-outs only after submitting the electrical, plumbing, mechanical, fire, fit-out drawings, etc. as applicable to BRDC.
- 6.1.2. The submission shall be fully dimensioned plans both hard copy and soft copy (in .dwg file format) showing the floor plan together with elevations and cross-sections of the new and existing works. Construction, height, dimensions and material of partition boundaries are to be indicated.
- 6.1.3. There shall be a title block at the bottom right-hand corner of the drawings giving full information on the location of the licensed premises and the licensee's name and address.
- 6.1.4. The Licensee is not allowed to start fitting out works without obtaining the requisite approvals from BRDC.
- 6.1.5. Any changes required after BRDC's comments on the drawings must be amended to and should be resubmitted to BRDC for further comments until final approval to commence works is obtained.
- 6.1.6. Upon completion of fitting-out works, the Licensee is required to submit to BRDC paper prints of all architectural, civil & structural, mechanical & electrical, plumbing and fire protection "as-built" drawings for records.

6.2. Contents of Submission: The submission shall comprise the following

- 6.2.1. Key Plan: Showing the location of licensed premises.
- 6.2.2. Preliminary Floor Plans: Indicating interior layout and all materials and finishes. All new works shall be colored (in dark color). All existing works proposed to be demolished or dismantled shall be shown in broken lines.
- 6.2.3. Reflected Ceiling Plans: indicating ceiling access panel locations, ceiling materials, various heights, locations and types of all existing and proposed light fitting, mechanical and electrical installations. The furniture layout shall be included in the reflected ceiling plans.
- 6.2.4. Catalogues and Cut-outs: Light fixtures or sketches of custom light fittings are to be provided.
- 6.2.5. Mechanical and Electrical Drawings: Indicating connected electrical load (example: single line diagrams), total heat load, total cooling and air conditioning load requirements, weight and location of heavy equipment or construction material.
- 6.2.6. Typical interior sections with all materials and finishes indicated.
- 6.2.7. All plans shall be signed, stamped and dated by the Licensee.
- 6.2.8. The Licensee shall bear all costs and expenses incurred by its submissions.
- 6.2.9. BRDC will review drawings and advise the Licensee as to whether the drawings are “Accepted as Noted” or “Not Accepted with Comments”. The Licensee must incorporate the BRDC’s comments and proposed solutions, if any, into the final drawings.

6.3. Design and Construction Guidelines:

The Licensee shall ensure that design construction strictly complies with building regulations and shall not deviate from the approved building plan as shared by BRDC.

6.4. Building and Structural Works:

- 6.4.1. If the Licensee does not, for any reason, take possession of the Licensed Premises on the date of possession, the Licensee shall nevertheless be deemed to have taken possession of the Commercial Space as detailed in Annexure- 1
- 6.4.2. During the handover, the licensee and BRDC shall jointly inspect the Licensed Premises and complete the form, “Handover of Licensed Premises” (Refer to Annexure – 2).
- 6.4.3. Any delay in carrying out or completing the Licensee’s works in the licensed Premises whether caused by any failure to obtain authorities’ approvals, shall not be grounds for postponing the commencement of the Term or payment of the License Fee as stated in the Agreement.

6.5. Commencement of Site works:

The Licensee shall commence the relevant site works after obtaining the following

- 6.5.1. Written approval on the final drawing submissions.
- 6.5.2. Permit to Work (PTW).

6.6. Authorized Representative of the Licensee

- 6.6.1. The Licensee shall appoint and station a full-time site supervisor, throughout the duration of fitting-out works for the purpose of managing workmen engaged in the licensed Premises and receiving instructions during any emergency.

- 6.6.2. Prior to commencing site works, Licensee and/or their authorized representatives are requested to submit a list of their contractors/sub-contractors and their employees to BRDC.
- 6.6.3. The Licensee and its contractors/sub-contractors shall prevent their workers from causing or creating a nuisance. In the event of the contractors' workers causing or creating a nuisance or persistently ignoring BRDC's instructions, BRDC and its employees reserve the right to request these workers to leave the site.
- 6.7. No storage of flammable material on site.
- 6.8. **Spot Checks / Repair Works:** BRDC reserves the right of entry into the licensed Premises to make spot checks or conduct repair works as and when required. Any instruction given by BRDC or its representatives shall be observed by the Licensee.

6.9. Unless otherwise stated in this License Agreement:

- 6.9.1. Upon handover, the Licensee shall be responsible for keeping unauthorized persons off the licensed space(s).
- 6.9.2. Authorized persons shall be limited to the employees of the Licensee, employees of sub-contractors of the Licensee, and employees and persons authorized by BRDC.

6.10. Completion of Fitting-out works:

The Licensee shall notify BRDC for a joint inspection to verify that the Fitting-Out work is completed satisfactorily.

6.11. Responsibility of the Licensee during construction / operational period

- 6.11.1. The Licensee shall ensure that no structural damage is caused to the existing building and other permanent structures as a result of his activities.
- 6.11.2. The Licensee shall be responsible for the safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- 6.11.3. No material is stored or kept outside the site or in the common area meant for the movement of persons.
- 6.11.4. The Licensee shall be responsible for all damage to the common areas like flooring, lift cars etc., during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works shall be taken care by the Licensees.
- 6.11.5. The Licensee shall strictly comply with the safety procedure, measurement, and guidelines.

6.12. Maintenance & Repairs:

- 6.12.1. The Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs to space comprising Commercial Space.
- 6.12.2. Any major repairs (structural defects) in the existing building due to its constructional defects shall be the responsibility of BRDC.

6.13. Operation of Commercial Space:

- 6.13.1. The Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.

- 6.13.2. The Licensee voluntarily and unequivocally agrees to provide unfettered access to the fire officer & other officials of BRDC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer & other officials. Noncompliance may be treated as a breach of contract, and the License shall be terminated.
- 6.13.3. Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The instructions in this regard by the BRDC electrical inspector/authorized representative must be complied with. Any cost/s associated with the implementation of such instruction shall be borne solely by the Licensee.
- 6.13.4. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by BRDC, fire officer, electrical inspector, security officer or their authorized representatives from time to time.
- 6.13.5. The Licensee shall keep and maintain the licensed space in neat, clean condition and in safe and sound manner during the License Period. Any defective, weak or corroded structure should be replaced immediately with a new proper structure after due certification from a reputed agency. In case of any incident/injury caused due to error/omission attributable on the part of the Licensee, the Licensee shall be responsible for all compensation.
- 6.13.6. Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of metro operations, passenger safety, commuter's convenience, safety of metro properties and its assets. In case of a serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or BRDC employees or loss to BRDC property, it shall constitute a material breach of contract and be considered Licensee's event of default that shall entitle BRDC to terminate the License Agreement with 30 days written notice.
- 6.13.7. The Licensee shall ensure safety and security of the allotted Commercial Space during the tenure of the License period and BRDC shall not take any responsibility in this regard.
- 6.13.8. Deliberate or wilful non-compliance of BRDC's written instructions for a period of 90 days shall constitute Material breach and Licensee event of default that shall entitle BRDC to encash the Security Deposit and or terminate the License Agreement after giving 30 days' notice to the Licensee. Such termination of the License Agreement and forfeiture of the Interest Free Security Deposit by BRDC shall be without prejudice to any other damages, rights or remedies applicable under the law in its favor.
- 6.13.9. The overall control and supervision of the premises shall remain vested with BRDC who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with the fulfilment of the other terms and conditions of the License Agreement.

ARTICLE: 7- RIGHTS AND OBLIGATIONS

7.1.Licensee's Obligations:

- 7.1.1. The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- 7.1.2. To obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all commercial activities or infrastructure
- 7.1.3. The Licensee shall be responsible to complete renovation, development, installation, testing and commissioning and any other requirements of the licensee.
- 7.1.4. To operate and maintain the licensed area at all times in conformity with this Agreement;
- 7.1.5. To furnish "As Built Drawings" of the premises within 30 days of completion of construction work.
- 7.1.6. To ensure that no structural damage is caused to the building/structures handed over by BRDC as a result of his activities or any of its agents, contractors, etc.;
- 7.1.7. To take all reasonable steps to protect the environment (both on and off the licensed Commercial Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits.
- 7.1.8. Licensee shall be solely responsible for the facility management of the Licensed site including maintenance of the Licensed areas, Security, Solid/liquid waste management and energy conservation. BRDC shall not be responsible for management/operation/maintenance of the Licensed site.
- 7.1.9. The Licensee is to have the audit of their entire Electrical systems & HVAC System done on a half yearly basis by an authorized Electrical Engineer and provide a certificate certifying that all the electrical installations including insulation resistance are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source.
- 7.1.10. The Licensee has to do the audit the structural stability of developed structures by a certified structural engineer and shall submit an annual structural maintenance audit report to BRDC.
- 7.1.11. To duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary.
- 7.1.12. To take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims; The Licensee is solely responsible for all the cases arising due to accident/death during execution of contract/completion of work.
- 7.1.13. Not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of Licensed Site or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement.
- 7.1.14. To keep the Licensed Site free from all unnecessary obstruction during the execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes the least inconvenience to BRDC's activities.
- 7.1.15. At all times, to afford access to the Licensed Site to the authorized representatives of BRDC, other persons duly authorized by any Governmental Agency having jurisdiction

- over the business of Licensed Site, to inspect the Licensed Site and to investigate any matter within their authority and upon reasonable notice; and
- 7.1.16. To hand over the Licensed Commercial Site to BRDC upon Termination of the Agreement in accordance to clause 5.10 of the RFP
- 7.2. The Licensee shall be solely and primarily responsible to BRDC for observance of all the provisions of this License Agreement on behalf of the Licensee, its employees and representatives and their employees and agents and any person acting under or for and on behalf of the Licensee; contractor(s) appointed for the Licensed Commercial Site as fully as if they were the acts or defaults of the Licensee, its agents or employees.
- 7.3. The Licensee shall comply with all prevailing rules and regulations & its amendments.
- 7.4. it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
- a) The rights, which are set out in this Agreement are only in the nature of License in relation to the finished premises.
 - b) The relationship between BRDC and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BRDC on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.
- 7.5. The Licensee shall not assign or alienate any of its rights or interest in this Agreement in favour of any company/person at any time and for any reasons whatsoever.
- 7.6. **RIGHTS OF THE LICENSEE:**
- Notwithstanding the other rights granted to the Licensee under this License, the Licensee shall have the following specific rights in connection with the demised premises and areas appurtenant thereto:
- 7.6.1. **Alterations, Modifications and Additions:** The Licensee shall not make any structural alteration in and to the demised premises without the written permission of the Licensor. The Licensor agree and confirms that Licensee shall, at all times during the Term and only with the prior express approval of the Licensor, be entitled to renovate, after and add structural modifications to the demised premises, in accordance with the all laws and at the Licensee's own expense; without any right, title or claim thereto or for reimbursement of any such cost and expenses at any or all times provided however such, renovation, alteration does not adversely affect the demised premises in any manner whatsoever. The Licensee shall not put up any permanent structure internally or externally in the demised premises without the express written consent of the Licensor.
- 7.6.2. The Licensee with prior approval of the Licensor may fix in the demised premises all such fixtures which are required to be fixed as deemed necessary by the Licensee including sun blinders, electrical switches, ceiling fans and the like fixtures for the better use of the demised premises at the cost and expense of the Licensee. The Licensor may

permit the Licensee to install or fix all such fixtures deemed necessary by the Licensee including installations like lights, fans, carpets, curtains, partitions, cabins, computers, word processors, fax, telephones, office equipment, telephone exchange and other fittings, fixtures and paraphernalia for the better use of the demised premises for its business as the Licensee may think fit from time to time entirely at the cost and expense of the Licensee and the Licensee shall remove at its own cost and expense all such installations on the determination on termination of the License.

- 7.6.3.** Signage: The Licensor hereby authorizes the Licensee to affix/display its name boards, signage, banners etc at mutually agreed locations (s) and subject to the Licensee obtaining from the statutory authorities such permits as may be required under Applicable Laws at the Licensee's own cost.
- 7.6.4.** Power and Backup: The Licensor shall provide the Licensee with necessary power back-up as per the requirements of the Licensee and in case of any additional load requirement as determined by the Licensee from time to time, the Licensor shall make all arrangements to provide such additional load, but at the cost of the Licensee. It is agreed that at the time of vacating of the demised premises, the Licensor shall reimburse the additional security deposit if any paid by the Licensee, after collecting the same from the concerned department.
- 7.6.5.** Access to shafts: The Licensor will facilitate and make all arrangements that may be necessary and agree that the Licensee shall have the right to access the building's shafts for running the electric cables, VSAT Cables, telephone lines etc.
- 7.6.6.** Sewerage: The Licensor affirms and represents that all sewerage requirements for the building have been complied and that in the event of any problem faced by the Licensee, the Licensor shall undertake to rectify the same, failing which the Licensor shall indemnify the Licensee against all costs, expenses, damages incurred/sustained as a result of such default.
- 7.6.7.** Water: The Licensee shall make necessary arrangements for the procurement of water on a day-to-day basis.
- 7.6.8.** Access to demised Premises: The Licensor shall have no objection to and shall ensure that the Licensee, its employees, officers or visitors have clear and uninterrupted access to the demised premises 24 hours a day 7 days a week.

ARTICLE: 8 - INDEMNITY AND INSURANCE

- 9.1. The Licensee hereby undertakes to indemnify and hold BRDC harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities, any other agreement entered into between the Licensee and end user.
- 9.2. The Licensee hereby undertakes to indemnify BRDC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein including operation of all facets of commercial activities and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 9.3. The Licensee hereby undertakes that BRDC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Licensee or any of his contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified BRDC against all such damages and compensation, all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 9.4. The licensee must strictly comply with all the provisions of The Employee's Provident Fund Act 1952, The Employee's State Insurance Act 1948, Minimum Wages Act 1948, and all other Labor Laws & Regulations in force including but not limited to the Contract Labor (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment and compliance under these Acts. Failure to comply with these acts shall attract a penalty as per provisions. The Licensee shall indemnify BRDC Administration for any loss and damages suffered due to violation of its provision.
- 9.5. The Licensee hereby indemnifies BRDC against any loss, damage or liabilities arising as a result of any act of omission or commission on the part of the Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 9.6. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with the employment of its personnel in the said premises. The Licensee hereby indemnifies BRDC against any liability arising in connection with the employment of its personnel in the said premises by the Licensor.
- 9.7. The Licensee shall indemnify BRDC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.
- 9.8. The Licensee shall indemnify BRDC from any damages to be incurred if, at the end of the license period, the licensed Site is not handed over to BRDC in good condition as required under this agreement.
- 9.9. The Licensee shall indemnify BRDC from any serious accident caused due to negligence of the Licensee, resulting in loss to BRDC property.
- 9.10. The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless BRDC, BRDC's officers, employees and agents from and against any and all demands,

claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable Laws and Applicable Permits.

- 9.11. The Licensee shall indemnify and keep indemnified BRDC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- 9.12. Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in BRDC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. In addition, the licensee shall bear the cost of insuring all the assets including the building, BRDC's movable assets, furniture and fixtures.

ARTICLE: 9 - FORCE MAJEURE

10.1. Force Majeure Event

Any of the following events resulting in a material adverse effect on the execution of the Project despite all efforts and prudence by the Licensee shall constitute a Force Majeure Event

- 10.1.1. Earthquake, flood, inundation, landslides, pandemic, epidemic.
- 10.1.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
- 10.1.3. Fire caused by reasons not attributable to the Licensee.
- 10.1.4. Acts of terrorism.
- 10.1.5. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- 10.1.6. Strikes or boycotts, other than those involving either of the Licensee, its subcontractors or their employees, agents, etc.; and
- 10.1.7. Any other similar events beyond the control of the Party.

10.2. Notice of Force Majeure Event

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or from the date of knowledge thereof, whichever is earlier, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable details:

- 10.2.1. The nature and extent of the Force Majeure Event.
- 10.2.2. The estimated Force Majeure Period.
- 10.2.3. The nature of and the extent to which, the performance of any of its obligations under this Agreement is affected by the Force Majeure Event.

- 10.2.4. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- 10.2.5. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

10.3. Performance of Obligations

The Affected Party shall be excused from the performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- 10.3.1. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 10.2.
- 10.3.2. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event.
- 10.3.3. There shall be no termination of this Agreement on account of Force Majeure except as provided in Clause 10.5.
- 10.3.4. Where the Licensee is the affected party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event subsists.
- 10.3.5. When the affected party is able to resume the performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume the performance of its obligations hereunder, the non-issue of such notice is no excuse for any delay for resuming such performance.
- 10.3.6. The Affected Party shall continue to perform such obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with this Agreement; and
- 10.3.7. Any insurance proceeds received by the Licensee shall be entirely applied/ appropriated to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by BRDC/Licensors

10.4. Cost for remedying Force Majeure

Event Upon occurrence of a Force Majeure Event, the Licensee shall as soon as possible, take all necessary actions to cure the Force Majeure Event at its own cost and expense.

10.5. Termination due to Force Majeure Event.

If a Force Majeure Event subsists for a period of more than 180 days or more within a continuous period of 365 (three hundred sixty-five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days termination notice in writing to the other Party without being liable in any manner whatsoever.

ARTICLE 10 - LICENSE TERM AND LICENSE TERMINATION

This Agreement shall continue to operate and be binding on the Parties for the License Period of 10 (Ten) years commencing from the Compliance Date, unless terminated earlier.

11.1. TERMINATION BY BRDC/LICENSOR

BRDC/Licensor, in its sole discretion, may terminate this Agreement due to any of the following events of default by the Licensee (hereinafter called the “Licensee Event of Default”):

- 11.1.1. The Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of this Agreement unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to BRDC/Licensor without any contributory factor of the Licensee;
- 11.1.2. If at any time during the License Period, any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the Licensee to BRDC/Licensor, or any part thereof, shall be in arrears and unpaid for a continuous period of more than 45 days after the actual due date;
- 11.1.3. The Licensee has failed to submit a Security Deposit for a renewed amount 1 month before the date of the expiry of the existing Security Deposit.
- 11.1.4. Any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- 11.1.5. The Licensee has engaged or knowingly has allowed any of its employees, Sub Licensee, agents, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- 11.1.6. The Licensee has been adjudged as bankrupt or become insolvent.
- 11.1.7. The Licensee has created any encumbrance, charges or lien in favor of any person or agency, over the Licensed Area, save and except as otherwise expressly permitted under this Agreement.
- 11.1.8. A resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- 11.1.9. Any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by NCLT of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior written consent of BRDC/Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement;
- 11.1.10. The Licensee has abandoned the Project.
- 11.1.11. The shareholding pattern of the JV/Consortium (being the Licensee) has been changed without obtaining prior written consent from BRDC/Licensor.
- 11.1.12. In case the Licensee or its Sub-Licensee had entered into any further Sub-License
- 11.1.13. Agreement without the prior written consent of BRDC/Licensor; Provided that BRDC /Licensor shall give to the Licensee 30 days’ time to cure the default prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the BRDC/Licensor within 30 days, the event

will not be considered as a Licensee Event of Default. In the event of default, above, the Licensor shall be entitled to terminate this Agreement at any point of time in its sole discretion by giving 15 days' notice period to the Licensee". This Agreement shall thereafter automatically stand terminated notwithstanding any further action by either Party. The Licensee shall incorporate these termination clauses in the agreement of sub-License as well. All such sub-license agreements will automatically stand terminated once this Agreement is terminated.

11.2. CONSEQUENCES OF TERMINATION

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon Termination:

- 11.2.1. The Licensee or Sub-Licensee shall cease to have any access to the Site
- 11.2.2. Surrender all its rights on the Licensed Space(s). Transfer all its rights, titles and interest in or over the assets comprised in the Licensed Space(s) which are required to be transferred to BRDC/Licensor in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- 11.2.3. The Licensed Site shall have been renewed and cured of all defects and Deficiencies as necessary so that the Licensed Space(s) is in accordance with the specifications & standards as per the terms of this Agreement.
- 11.2.4. Hand over to BRDC / Licensor all documents including as-built drawings, approvals, no objection letters/certificates, manuals and records relating to development, operation and maintenance of the Licensed Space(s) in original and a certificate from his statutory auditors certifying zero financial encumbrance on the Licensed Space(s);
- 11.2.5. At its cost remove from the Licensed Space(s) all such moveable assets, which are not taken over by or transferred to the BRDC/Licensor.
- 11.2.6. At its own cost, immediately terminate the Sub-Leasing Agreements entered into with Sub-Licensees, without any liability on BRDC/Licensor. However, BRDC/Licensor may in its discretion, instruct the Licensee to assign the Sub-Leasing Agreement in favor of the BRDC/Licensor, if the BRDC/Licensor considers it appropriate to continue to provide access to the Sub-Licensee on the Licensed Space(s).
- 11.2.7. The Licensee shall, at its cost, transfer to BRDC/Licensor all such Applicable Permits, which the BRDC/Licensor may require, and which can be legally transferred.
- 11.2.8. It is hereby agreed between the Parties that the licensee shall not remove any of the facilities at Licensed Site including all equipment and other fixtures attached to the Licensed Space(s) as provided by BRDC and shall remove only movables which can be removed without causing any damage to the structure of the Licensed Area.
- 11.2.9. Both Parties shall at least give 05 months prior to the expiry of the normal License Period of 10 (Ten) years or sooner as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid consequences of Termination.
- 11.2.10. Each Party shall pay the other Party the various payments due as on the date of Termination in accordance with this Agreement.

11.2.11. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of this Agreement on the Termination in entirety, and unless otherwise provided in this Agreement, the cost involved in the transfer contemplated shall be shared by the respective Parties.

11.3. RIGHTS OF BRDC/LICENSOR ON TERMINATION

Notwithstanding anything contained in this Agreement, BRDC/Licensor shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to termination/compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee and/or Sub-Licensee in connection with the Licensed Space(s). Movable or immovable assets created by the Licensee shall vest with BRDC/ Licensor in case of termination.

11.4. RIGHT TO RE-MARKET THE SAID LICENSED SPACE(S) ON TERMINATION

Notwithstanding anything contained in this Agreement, BRDC/Licensor shall have the right to re-market the Licensed Site on Termination of this Agreement for any reasons whatsoever.

11.5. SURRENDER OF LICENSED PROPERTY AFTER THE LICENSE PERIOD

After completion of the License Period licensee shall discharge their rights towards immovable properties, fit-outs and fixtures created during the license period and hand them over to Licensor/ BRDC

ARTICLE: 11 - DISPUTE RESOLUTION

12.1. Negotiation and Amicable Settlement: In the event of any dispute in connection with or arising out of this Agreement between the parties (“Disputes”), the parties shall firstly attempt to amicably resolve such disputes through negotiations and discussions.

12.2. Adjudication: If any dispute between the parties is not resolved through negotiations and amicable settlement within 45 days of commencement of such negotiations, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.

12.3. Jurisdiction of Courts:. All Legal disputes are subject to the jurisdiction of Meghalaya High Court only.

ARTICLE: 12 - REPRESENTATIONS AND WARRANTIES

13.1. The Licensee represents and warrants to BRDC that:

- 13.1.1.** It is duly organized, validly existing and in good standing under the laws of India.
- 13.1.2.** It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- 13.1.3.** It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
- 13.1.4.** It has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial Space.
- 13.1.5.** This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 13.1.6.** The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- 13.1.7.** There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in material adverse effect.
- 13.1.8.** It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in material adverse effect.
- 13.1.9.** It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect.
- 13.1.10.** No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to BRDC or to any Government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- 13.1.11.** The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that BRDC shall not be liable for the same in any manner whatsoever to the Licensee.
- 13.1.12.** The Licensee shall make its own arrangements in engagement of its staff and labor and shall at no point represent to or claim that the staff, labor is being recruited for and on behalf of BRDC. The Licensee shall at all times comply and represent to the staff and labour employed/engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

- 13.2. Obligation to notify change:** In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify BRDC of the same.
- 13.3. Licensor's Covenant:** The Licensor hereby covenants with the Licensee and undertakes to observe and perform the following covenants:
- 13.3.1. Quite Enjoyment:** So long as the Licensee does not commit any breach of the terms of this License, the Licensor covenants with the Licensee to permit the Licensee to peacefully and quietly hold and enjoy the premises without any interruption or disturbance from or by the licensor or any person claiming under or in trust for the Licensor during the License Term and for such extended duration till the termination, as per the terms of this License. The Licensor hereby indemnify and agree to keep indemnified the Licensee saved, defended and harmless from and against all and any costs, expenses, charges, outgoings and damages at all times arising out of any suit, eviction action, claim or demand whatsoever arising by reason of the Licensee relying upon the aforesaid covenant of the Licensor or otherwise.
- 13.3.2. Full Power & Authority:** That the Licensor do have good and valid power, right and authority to grant the license hereby created in favour of the Licensee and that the demised premises are free and clear of any mortgages, encumbrances, liens or charges. The Licensor do hereby indemnify and agree to keep indemnified the Licensee saved, defended and harmless from and against all and any costs, expenses, charges, outgoings and damages at all times arising out of any suit, eviction action, claim or demand whatsoever arising by reason of the Licensee relying upon the aforesaid covenant of the Licensor or otherwise.
- 13.3.3. Commercial Use:** That under the municipal zoning/user rules, the demised premises are capable of being used for commercial purpose and the Licensor has obtained all consents, permissions and approvals necessary in a law or otherwise for such purpose and the Licensor do hereby indemnify and agree to keep indemnified the Licensee saved, defended and harmless from and against all times arising out of any suit, eviction action, claim or demand whatsoever arising by reason of the Licensee relying upon the aforesaid covenant of the Licensor or otherwise.
- 13.3.4. Restriction on Sale:** That the Licensor shall not sell, transfer or otherwise dispose of the demised premises or its interest therein, during the entire tenure of the license hereby created or any renewal thereof (if any) without informing the Licensee. The Licensor agrees and undertakes that this License shall continue notwithstanding any sale of the demises premises by the Licensor during the License Term or any renewal thereof of the License. Any sale of the demised premises shall be subject to the rights of the Licensee remaining intact and the sale of the demised premises shall be made subject to this License remaining in force. In such an event, if a new license is required to be executed and registered, the expenses towards stamp duty, registration charges, legal fee of advocates etc. shall be borne by the Licensor and the Licensee shall not be asked to vacate the demised premises under any circumstances.

ARTICLE: 13 - MISCELLANEOUS

- 14.1. All penalty amounts stipulated in the License Agreement shall become double after completion of every 2 (Two) years from the date of commencement of the License Agreement on a compounding basis.
- 14.2. The Licensee shall comply with the laws of land. BRDC shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.
- 14.3. The Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions due in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of BRDC and the Licensee shall be solely responsible for compliance with all labor laws which shall include all liabilities of the Provident Fund Act 1952, ESI Act 1948, Employee's compensation Act 2017, Minimum Wages Act 1948, Tamil Nadu's Shops & Establishment Act 1947 and other Labor Welfare Fund Act 1972 in respect of its personnel. The Licensee shall indemnify BRDC from any claims that may arise in connection with the above.
- 14.4. **Employees conduct:** The Licensee shall ensure that all persons employed by the Licensee behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- 14.5. **Misuse:** The Licensee shall use the licensed space under the agreement only for those services as permitted by BRDC and under the purview of law. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and BRDC (Licensor) shall immediately terminate the said agreement. A list of prohibited activities in commercial space is listed in Annexure-1. All liabilities for misuse charges and misuse proceedings, if so initiated shall be that of the Licensee only. The Licensee shall indemnify and keep indemnified BRDC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 14.6. **Severability:** In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way, be affected or impaired. Where the provisions of such Applicable Law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid binding and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision a new provision that serves the purpose of the invalid provision to the furthest possible extent.
- 14.7. **Amendments:** This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject

hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

14.8. Notices: BRDC and Licensee voluntarily and unequivocally agree:

14.8.1. That any notice to be served upon BRDC shall be sufficiently served and given if delivered to:

**Director,
Bio-Resources Development Centre, Shillong,**

14.8.2. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensors.

14.8.3. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally.

14.8.4. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

14.9. **Waiver:** No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this License shall be construed as a waiver of any right under or rising out of this License or acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the License.

14.10. **Clause Headings:** The section clause headings contained in this License are for the convenience of the parties and shall not affect the meaning or interpretation of this License.

14.11. **Copies:** This License Agreement is made in duplicate with the Licensors and Licensee retaining one set each. The Licensors shall retain one set of the stamped original License Agreement.

14.12. **Confidentiality:**

- a) Both the Parties, their consultants and their respective employees or agents shall hold in strict confidence all information which is marked confidential to the other Party and not copy, reproduce, sell, assign license, market, transfer or otherwise dispose off, give or disclose such information to third parties and shall advise each of their employees who may be exposed to such confidential information of their obligations to keep such information.
- b) Both the Parties shall be entitled to injunctive relief to restrain any such breach, whether threatened or actual of any of the provision of this Clause, shall be legally binding and shall survive the termination or expiration of this License.
- c) The restriction includes, but is not limited to, using Party's name, likeness or logo ("Identity"). By way of example and not limitation, Licensee will not use Licensors identity, directly or indirectly, news/press releases or releases to any professional or trade publications without the aforementioned approval.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

..... - 2 0 2 6

..... - 2026

Authorized Signatory
Signatory

Authorized

FOR AND ON BEHALF OF FOR AND ON BEHALF OF LICENSEE Bio Resources
Development Centre.

ANNEXURE – 1 - Prohibited Activities

The Licensee shall use the Licensed Premises solely for the purpose of production, storage and sale of bio pesticide and shall not, either directly or indirectly, undertake, permit, or allow any of the following activities within the Licensed Premises:

1. **Unlawful Activities:** Any activity that is illegal, prohibited by law, or carried out without obtaining the necessary licenses, permits, approvals, or authorizations required under applicable laws and regulations.
2. **Hazardous Activities:** The manufacture, storage, handling, use, transportation, or disposal of explosives, highly flammable substances, toxic chemicals, hazardous wastes, radioactive materials, or any other dangerous substances, except as specifically approved in writing by the Licensor and relevant statutory authorities.
3. **Environmental Violations:** Any activity that results in contamination or pollution of the environment, including air, water, soil, or groundwater, or that violates applicable environmental laws, regulations, and standards.
4. **Nuisance and Disturbance:** Any activity that causes excessive noise, vibration, smoke, dust, fumes, odors, heat, glare, or other disturbances that may interfere with the use and enjoyment of adjacent premises or adversely affect neighboring occupants.
5. **Unauthorized Structural Alterations:** Any construction, demolition, structural modification, installation, or alteration of the Licensed Premises without the prior written consent of the Licensor and, where applicable, the approval of competent authorities.
6. **Obstruction of Common Areas and Safety Facilities:** Blocking, obstructing, or interfering with access roads, common areas, emergency exits, fire-fighting equipment, utility installations, or other safety and security facilities.
7. **Storage of Prohibited Goods:** Storage of any goods, materials, or substances that may endanger life, property, public safety, or the environment, or which are prohibited under applicable laws.
8. **Unauthorized Transfer of Rights:** Assignment, sub-licensing, sharing, or transfer of possession or use of the Licensed Premises, in whole or in part, without the prior written consent of the Licensor.
9. **Activities Beyond Approved Capacity:** Conducting operations that exceed the designed capacity of the premises, utilities, infrastructure, or facilities, or that may cause damage to the Licensed Premises or surrounding property.
10. **Immoral or Objectionable Activities:** Any activity that is immoral, obscene, fraudulent, or otherwise objectionable, or that may adversely affect the reputation, interests, or operations of the Licensor.
11. **Restricted Activities:** Any activity specifically prohibited by the Licensor, zoning regulations, industrial park regulations, governmental authorities, or applicable laws from time to time.

The Licensee shall immediately cease any prohibited activity upon written notice from the Licensor. Any breach of this Clause shall constitute a material breach of this Agreement and shall entitle the Licensor, without prejudice to any other rights or remedies available under law or this Agreement, to suspend operations, terminate the License, recover damages, and/or take such other action as deemed necessary.

ANNEXURE - 2 - Handing Over of Licensed Premises

Date: XX.XX.XXXX

Agreement No:

Pursuant to the License Agreement executed between the **Bio-Resources Development Centre (BRDC)** (hereinafter referred to as the *Licensor*) and _____ (hereinafter referred to as the *Licensee*), the existing **Biofertilizer Production Unit** situated at **MIDC Industrial Area, Mendipathar, North Garo Hills District, Meghalaya**, having a total premises area of **2,000 m²**, is hereby handed over to the Licensee.

The handing over of the licensed premises was carried out through the office of _____ on ____ / ____ / _____ at _____
(time) in the presence of the following witnesses/officials:

1. _____ (Representative of BRDC)
2. _____ (Representative of the Licensee)
3. _____ (Witness/Official), if applicable

The Licensee hereby acknowledges the receipt of the licensed premises in good condition, together with all existing buildings, utilities, fixtures, fittings, machinery, equipment, and other assets, if any, as detailed in the inventory attached to this Annexure.

From the date and time of handing over specified above, the Licensee assumes full responsibility for the custody, operation, maintenance, safety, security, and proper use of the licensed premises in accordance with the terms and conditions of the License Agreement. The Licensee further confirms that the premises have been inspected and accepted to its satisfaction, subject to the provisions of the License Agreement.

Signatures

For the Licensor (BRDC)

Name: _____

Designation: _____

Signature: _____

Date: _____

ANNEXURE - 3 - FORMAT OF SECURITY DEPOSIT` BANK GUARANTEE

(To be issued by a Scheduled Commercial Bank in India, on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO.....

dated

.....

This Deed of Guarantee made on this day of(month & year) by M/s. _____, a financial institution incorporated under the _____ Act and having its registered office at _____ and Corporate office at _____ and branch / Zonal office at _____ (Name and address of Bank) _____ (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)) of the one part

1. IN FAVOUR OF

Bio Resources Development Centre (hereinafter called “BRDC”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), having its registered office at of the other part; **Whereas** BRDC has accepted the Bid of M/s... (here in after referred to as the “Licensee”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) having its registered office at for the work of (Name of work).

And Whereas the Licensee under the terms of License Agreement is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs./- (Rupees Only) as Security Deposit and has thus requested the Bank to issue the said Bank Guarantee in favor of the BRDC. And Whereas, accordingly the Bank has agreed to guarantee to BRDC the obligations of the Licensee under the terms of the License Agreement, on the terms and conditions stated herein.

2. NOW THIS GUARANTEE HEREBY WITNESS:

- 1)** The Bank, as primary obligor, on receipt of a written demand from BRDC, shall pay on the same day to BRDC the aforementioned amount of Security Deposit or part thereof, without demur, reservation, contest, recourse whatsoever and without need for ascribing any reason to the demand and without any reference to the Licensee. Any such demand made by BRDC shall be conclusive, final and binding on the Bank and the Bank shall pay the amount so demanded without demur notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any court Tribunal or Arbitrator/s relating thereto and the liability of the Bank under this Guarantee shall be absolute and unequivocal.
- 2)** This Bank Guarantee shall be valid up to dd/mm/yyyy till the entire License Period and shall not be revoked by the Bank at any time without BRDC’s prior consent in writing. Further the Bank shall be liable to pay the guaranteed amount or part thereof under this

guarantee only and only if BRDC serves upon the Bank a written claim or demand on or before dd/mm/yyyy.

- 3) This Guarantee is unconditional and irrevocable till such time BRDC discharges this guarantee by issuing a letter to the Bank in this behalf.
- 4) The Bank undertakes to pay the amount mentioned herein as principal debtor and not as a surety and the BRDC at its option, shall be entitled to enforce this guarantee during its tenure against the Bank, as a principal debtor in the first instance, without proceeding against the Licensee and notwithstanding any security or other guarantee that the BRDC may have in relation to the Licensee's liabilities.
- 5) The Bank shall not be relieved from its obligations under this Bank Guarantee on account of any variations in the terms and conditions of the License Agreement or by extension of time granted to the Licensee or due to any postponement / non-exercise / delayed exercise of any of its rights by BRDC against the Licensee or omission on the part of BRDC or any indulgence by BRDC to the Licensee to give such matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank.
- 6) The expression "Licensee", " Bank" and "BRDC" hereinbefore used shall include their respective successors and assigns. Also, the Guarantee shall not be affected by any change in the constitution of the Licensee or of the Bank.
- 7) Notwithstanding anything contained herein:
 - a. The Bank liability under this bank guarantee shall not exceed Rs.(Rupees in words).
 - b. This Bank guarantee shall be valid up to dd/mm/yy
 - c. The Bank is liable to pay the guaranteed amount or part thereof only and only if the BRDC serves upon the Bank a written claim or demand on or before dd/mm/yy. (1year)

IN WITNESS WHEREOF I/We of the Bank have signed and sealed this guarantee on the.....day of.....month and year being herewith duly authorized.

For and on behalf of the Bank.

Signature of Authorized Bank Official:

Name.....

Designation..... Stamp/Seal of the Bank:
.....

Signed, sealed and delivered for and on behalf of the Bank by the above named

Notes:.

1. *The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the „Bank Guarantee“.*
2. *The Bank Guarantee shall be from the Scheduled Commercial Bank based in India.*