

**Agri Business Incubation Centre
CCS Haryana Agricultural University, Hisar
Haryana Registration & Regulation of Societies Act 2012
Regd. No. HR 12 2019 02861**

Expression of Interest (EOI)

“Applications are invited from interested firms/persons to run Bakery and Confectionary Unit with Packaging at ABIC, CCS HAU, Hisar on a rental basis for commercial production and sale of bakery products. The detailed terms and conditions can be seen on the University (<http://hau.ac.in>) and ABIC Website (<http://abichauhisar.com>) of CCS HAU Hisar. The application for the same may be submitted to Nodal Officer, ABIC CCS HAU, Hisar up to 30.04.2022”.

**Nodal Officer
ABIC, CCS HAU, Hisar**

कृषिव्यवसायउष्मायनकेंद्र
चौधरीचरणसिंहहरियाणाकृषिविश्वविद्यालय, हिसार
हरियाणारजिस्ट्रेशनएंडरेगुलेशनऑफसोसाइटीजएक्ट 2012
पंजीकृतनंबरएचआर 12 2019 02861

रुचिकीअभिव्यक्ति (ईओआई)

“एबीआईसीसीसीएसएचएयू
हिसारमेंबेकरीउत्पादोंकाव्यावसायिकउत्पादनऔरबिक्रीकेलिएकिरायेकेआधारपरपैकेजिंगकेसाथबेकरी
औरकन्फेक्शनरीयूनिटचलानेकेलिएइच्छुकफर्मों /
व्यक्तियोंसेआवेदनआमंत्रितकिएजारहेहैं।विस्तृतनियमऔरशर्तेंविश्वविद्यालय(<http://hau.ac.in>)और
सीसीएसएचएयूहिसारकीएबीआईसीवेबसाइट(<http://abichauhisar.com>)परदेखीजासकतीहैं।उ
सीकेलिएआवेदननोडलअधिकारी, एबीआईसीसीसीएसएचएयू, हिसारमें 30.04.2022
तकजमाकियाजासकताहै।

नोडलअधिकारी
एबीआईसी, सीसीएसएचएयू, हिसार

Agreement

This agreement is made at hisar on Day of,2021 between Agri Business Incubation Centre, Gandhi Bhawan, CCS HAU, Hisar through its Nodal Officer (hereinafter called as Licensor/ First Party, and Incubatee – Sh. S/o, company Name with address (hereinafter called as licensee/ 2nd party).

Whereas both parties have agreed to the following terms and conditions in connection with the running of “Bakery and Confectionary Unit with Packaging”:

Terms of Conditions: -

1. ABIC shall license the operation and maintenance of the pilot plants to ABIC Incubatees on a competitive technical basis. The Interested Incubatees will make their presentations about the experience, financial viability, and vision about the operation and improvement of the pilot plant before the Committee comprising Nodal Officer, ABIC (Chairman), District Development Manager, NABARD (Member), Treasurer, ABIC (Member), CEO, ABIC (Member), and TBI Manager cum Bakery In-charge, ABIC (Member). ABIC shall issue a Letter of Award to the selected incubatee who will take possession of the plant within a period as may be specified in the Letter of Award. Further extension may be allowed to the licensee on the recommendation of the above Committee.
2. The incubatee shall be designated as “Licensee” who should obtain the license as a food business operator from ABIC as the “Licensing Authority”. ABIC will levy license fee on monthly basis. The monthly license fee @ is Rs. 18,000/- plus 18% GST shall be paid by the licensee initially for two months in advance. For ensuing period, the Licensee will pay the license fee along with applicable taxes before the 10th of each month. No part payment shall be accepted by the ABIC. The license shall be liable to pay the License fee along with a penalty of @10% of the license fee before the 20th of the month otherwise it will be treated as a violation of the Agreement and can lead to termination of the License Agreement.
3. The licensee shall be liable to pay the electricity bill as per University Norms monthly basis.
4. However, in the future, considering the interest of Incubatee and ABIC, the license fee can be reduced or increased or any other charges may be added or removed with the approval of the competent authority.

5. No structural modification shall be allowed without prior approval from the competent authority of ABIC.
6. **Security Amount:** The Incubatee shall also deposit a Security amount of Rs. 36,000/- (refundable) equivalent to the 2 monthly license fees in the form of bank guarantee/FDR. Such amount shall be deposited with the ABIC before taking possession for operation. No extension shall be allowed for this purpose. The security deposit will be refunded after expiry of license agreement but in case of any outstanding charges due will be paid by the licensee or it will be adjusted out of Security amount. However, the payment of the security amount may be exempted in the case of student incubatees.
7. Licensee shall not be allowed to display the name of his/ her organization on the premises of ABIC pilot plant. The Licensee shall not be allowed to use the facility of the pilot plant for other purposes other than as mentioned in Agreement or sub-let it.
8. Initially the license shall be given for a period of a minimum of 6 months which may be extended for another 5 months subject to the approval by the Committee prescribed under point No. 1.
9. The licensee shall be liable to pay all the applicable taxes to the quarter concerned.
10. The licensee shall be responsible to comply with the labor laws. Manpower appointed by the licensee cannot claim, whatsoever may be from ABIC.
11. The licensee shall not use the name of ABIC or CCS HAU on its products as a manufacturer but may use the name of ABIC Bakery and Confectionary unit as the place of manufacturing.
12. ABIC may allow the students and faculty of CCS HAU, Hisar to use the facilities of Bakery and Confectionary Unit for demonstration and research purposes by prior informing the licensee.
13. Licensee is abided to provide training/ handholding regarding bakery process to the other ABIC Incubatee.
14. Licensee shall ensure the Cleanliness of the bakery Unit in terms of machinery, equipments, Moulds, Floor, and other areas in the premises of the Bakery Unit from time to time.
15. There shall be no restriction for the ABIC official/visitors of the ABIC and University to visit the premises.
16. Technical Business Incubator (TBI) Manager ABIC, shall have the right of access to visit the premises for monitoring of functioning of Bakery Line at any time.

17. The licensee will be responsible for ensuring the supply of requisite essentials such as fuel, refrigerant, packaging material, raw material, and other necessary items for producing the products.
18. For operation and maintenance, the licensee shall be responsible for proper maintenance, operation, and repair if any, required in the Bakery and Confectionary plant and will use genuine consumables and spare parts, however, any repair and maintenance of machinery will be done in the presence of ABIC officials.
19. The licensee shall be responsible for disposal and management of solid waste & other waste disposals as per the Pollution Control Board's Rules and Regulations and inform ABIC about the same from time to time. The licensee shall be liable for any penalty or fine is levied by any authority for such violation and the institute shall recover the penalty, fine, damages, cost, if any, paid by the institute against waste disposal or violation of bye-laws. The ABIC would not bear any penalty/loss if attributed to licensee.
20. The licensee shall undertake to abide by all applicable laws /bye-laws/ and instructions of the Government issued from time to time and will further undertake to make only good quality products safe for human consumption free from hygiene. He will not desist from the inspection of products to be executed by an authorized Agency/ABIC.
21. The licensee shall provide the details of their employees to the ABIC authorities time to time. It would be his responsibility to employ only honest, dedicated and well-behaving persons.
22. The licensee shall fairly handle the fittings and fixtures in the premises and maintain the same properly.
23. The licensee shall not keep or store any illegal inflammable article or explosives that endanger life and property in any manner whatsoever the circumstances may be.
24. The licensee shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the said property.
25. The licensee shall be working within the demarcated floor area only. The licensee may approach ABIC authority for additional floor area which shall be permissible by President ABIC on payment of the approved charges and other terms and conditions to be decided by the competent authority. Use of additional floor/space/room without the approval of the competent authority will be termed suo motto violation of terms and conditions of the agreement on the part of incubatee.

26. The license may be terminated by either side after giving due notice in writing of 30 days.
27. After completion of the tenure, the licensee will hand over all the assets and belongings of ABIC in good working condition and shall make payment to the institute for any damage or loss of the equipments of the plant.
28. In the event of any dispute in the interpretation of the terms of the agreement or differences in opinion on any point in the agreement, the parties hereto shall use their best efforts to settle amicably by mutual negotiations. However, the decision of the Vice-Chancellor shall be final and both the parties will accede to it.
29. If the dispute cannot be resolved through negotiations, it may be referred to Arbitration by a single arbitrator with the jurisdiction at Hisar. The President, ABIC shall nominate the Arbitrator for this purpose.
30. The agreement shall be subject to amendments as per the rules and guidelines of ABIC from time to time.
31. The agreement shall be executed on stamp papers worth Rs. 100/- in duplicate with each copy being an official version and having equal legal validity.
32. Where the Incubatee conducts any test for research and development purposes for the manufacturing of Bakery and Confectionary items in the plant or earns profit during the award of the license period, the ABIC would not share any part of the amount on this account and the whole earning can be retained by the incubates/CCS HAU students notwithstanding signing of the Agreement.
33. All the legal disputes will be subject to Hisar Court's jurisdiction.
34. Any incubatee who has been earlier awarded the Bakery Unit shall not be eligible to apply again.

In witness whereof this agreement is made at Hisar on theDay of

Witnesses

First party

1. Name

Signature

2. Name

Signature

Second party