Indian Institute of Food Processing Technology Ministry of Food Processing Industries, Government of India Pudukkottai Road, Thanjavur – 613 005

Tender Notice (Only for agencies submitted EoI)

Tender No. IIFPT/DTD/EOI/2020-21/002

Tender Notice for Exclusive Licensing Agreement to Manufacture and Supply of Machinery / Gadgets Developed by MoFPI - IIFPT

The MoFPI-Indian Institute of Food Processing Technology (IIFPT) hereby invites tender from Companies / Agencies who have submitted EoI for Exclusive Licensing Agreement to manufacture and supply of equipment & gadgets developed by IIFPT.

The detailed online tender can be viewed and downloaded from the IIFPT website (www.iifpt.edu.in). The tender (Financial Bid) may be submitted offline in person or by Courier Service / Registered Post / Speed Post addressed to The Director, IIFPT, Pudukkottai Road, Thanjavur-613 005.

The last date for offline tender (Financial bid) submission is <u>14.7.2020 at 3.00 PM</u>. Opening of bids will be done on <u>15.7.2020 at 11.00AM</u>.

Date: 30.06.2020

1. Introduction

1.1 Brief about MoFPI-IIFPT

The Indian Institute of Food Processing Technology (IIFPT) is a National Level R&D and educational Institute under the Ministry of Food Processing Industries, Government of India, New Delhi mainly focuses on cutting edge research in food processing. Besides research activities, with the aim to develop manpower in the field of food processing and providing skilled man power for the food sector, IIFPT is offering formal degree programs in Food Technology, Food Process Engineering, Food Science and Technology & Food Safety and Quality Assurance. Faculties of the Institute have rich expertise in multi-disciplinary fields and academic exposure. IIFPT has NABL accredited and FSSAI referral Food Safety and Quality Testing Laboratory which offers analytical services to food sector stakeholders. A state of the art hi-tech food processing incubation cum training centre is dedicated to cater the needs of entrepreneurs, farmers, woman groups and unemployed youth. IIFPT provides an excellent platform for research-academia-industry convergence for R&D in food processing. Focusing on inclusive growth, IIFPT has developed many useful technologies / processes for industry and farmers. IIFPT has two liaison offices, one at Guwahati, Assam and another at Bathinda, Punjab. More about the institute can be accessed from www.iifpt.edu.in

2. Details of the Equipment / Gadgets

Mobile Processing Unit

IIFPT has created a mobile processing unit, which is self-sustaining and stand-alone unit for processing of fruits and vegetables. The unit is developed mainly for processing of tomato, onion, garlic and ginger which are price sensitive. The unit is housed in a mobile bus designed specifically for the purpose of taking to farmer fields. The unit is self-contained fitted with essential processing facilities such as; blancher, pulper, steam kettle, juicer, sterilizer, packaging unit. It is self-supported by power generator for operation.

Integrated Onion Processing Unit

The matured shallot consists of root, bulb, leaves, stalks and flower. The leaf and stalk are usually combined with each other with high intact. An integrated equipment was developed by IIFPT for destalking and deskinning of small onion (Shallot) and similar agriculture produce. Shallot consists of two-unit operation such as stalk removal and skin peeling. Deskinning unit consists of deskinning chamber, pair of nozzle, pneumatic cylinder, Hopper, top and bottom closure. The deskinning chamber is main component of this unit, made out of food grade since it has the direct contact with the shallot. The entire assembly of both the units is supported in MS Frame.

Puffing machine for rice & millets

An electrically operated rice and millets puffing machine has been developed and the prototype is ready for commercialisation. Hot air generation, air velocity and inlet, out let mechanism are optimised and for production of puffed grains to the desired quality.

Moringa leaves separator

The power operated moringa leaves separator has feed system, rotating stripper, AC motors, drive and driven pulley, sensor, SS discharge cute, control panel and SS collecting pan. Capacity of leaves separator is 40-60kg / hr.

3. Licence Fee and Royalty (Manufacture & Supply of Machinery / Gadget Developed by MoFPI-IIFPT

3.1 Minimum License fee - Manufacture and supply of the machinery. The Institute shall grant the License to the company who will offer the highest amount over and above unit cost for each equipment, exclusive of the applicable taxes. This shall be subjected to the fulfilment of other terms & conditions as mentioned in the tender document.

3.2 Royalty payment

Royalty amount @ 4% is fixed to be paid by the Contracting Party to this Institute, for the cost of each equipment manufactured using MoFPI-IIFPT design for the Clients. The company must make royalty payments to the Institute, within thirty (30) days of receiving the full payment from the Client. The company must pay an interest of 2% to MoFPI-IIFPT from the payment due date to the actual date of payment upon any and all amounts that are overdue on the payment due date. The Licensee should mounting / fix / carve the IIFPT logo and mentioned as 'Machinery Developed by IIFPT' in their manufacturing materials.

3.3 License period

The license period is three years which shall commence from the date of signing the agreement between the Contracting party and MoFPI-IIFPT.

License fee for Machinery / Gadgets manufacturing

S.No	Machinery / Gadget	Unit Cost (Rs.) (Excluding GST)	Minimum License Fee (Rs.)
1.	Mobile Processing Unit	40,00,000/-	80,000/-
2.	Integrated Onion Processing Unit	22,00,000/-	44,000/-
3.	Puffing Machine for rice & millets	2,00,000/-	10,000/-
4.	Moringa leaves separator	1,50,000/-	7,500/-

Indian Institute of Food Processing Technology Thanjavur

Open Tender for Exclusive Licensing Agreement to Manufacture and Supply of Equipment / Gadgets Developed by MoFPI - IIFPT

Tender No. IIFPT/DTD/EOI/2020-21/002

Clarification of Tender Documents

1. Amendment

- 1. Before the deadline for submission of tender, MoFPI-IIFPT has the right to modify the tender documents by competent authority.
- 2. Any amendment to this tender shall be notified in the website <u>www.iifpt.edu.in</u> only. Parties are requested to visit the website regularly. In case you need any further information, please feel free to contact the Director, IIFPT, on <u>E-mail: director@iifpt.edu.in</u>; Tel: 04362-228155

2. Preparation of Tender Document:

- 1. Tender (Financial Bid) should contain only the financial details. The envelope should be super-scribed as "Tender for Exclusive Licensing Agreement to Manufacture and Supply of Machinery / Gadgets Developed by MoFPI IIFPT".
- 2. The tender document as well as all related correspondence exchanged by the Company and MoFPI-IIFPT, shall be written in English language only.
- 1. The financial bid must be submitted on the letter head of the organization, duly filled and without any alterations in the format. No other format shall be accepted. No column should be left out blank and all the informations sought in the financial bid should be filled in.
- 2. The authorized signatory of the bidding company will sign the undertaking at the end of the bidding sheet in the Financial Bid and will put the stamp / seal of the company at the bottom of the sheet.
- 3. Material deficiencies in providing the information requested, may result in rejection of tender application.
- 4. Depending on the nature of work, the Companies are required to submit bids in the forms provided in **Annexures**. No alteration or changes will be permitted after submission of the bid document to MoFPI-IIFPT, by the bidding company.

Date: 30.06.2020

5. The company shall bear all costs associated with the preparation and submission of the Bid, and MoFPI-IIFPT will in no case be responsible and liable for the costs.

3. Submission, Receipt and Opening of Tender:

- 1. The tender shall contain no interlineations or overwriting. Any overwriting or alteration in the tender document shall be duly signed by the person who signed the tender document must initial such corrections.
- 2. Where authorized representative of the Company signed all pages of the tender document, the authorization of the competent authority shall be in the form of a written power of attorney accompanying the tender document or in any other form demonstrating that the representative has been dully authorized to sign.
- 3. The envelopes containing the tender documents is for Exclusive Licensing Agreement to Manufacture Machinery / Gadgets and Supply Developed by MoFPI IIFPT. The tender document not received in proper sealed cover with superscription as above is liable to be rejected.
- 4. The tender document must be sent to the address / addresses indicated in the **Annexures** and received by the Institute at IIFPT, Thanjavur should not be later than the stipulated time and date as indicated in the **Annexures**, or any extension to this date in accordance with the MoFPI-IIFPT notification. Any tender document received after the deadline for submission shall be summarily rejected.

4. Tender evaluation process:

- 1. The Purchase and ToT Committee, MoFPI-IIFPT will carry out the entire evaluation process. The Committees reserve the right to invite the bidders for presentation before finalizing the technical bids.
- 2. The Institute Purchase and Transfer of Technology Committee shall evaluate the tender documents on the basis of the qualification criteria specified in **Annexures**. In the first stage of evaluation, a tenderer shall be rejected if it is found deficient as per the requirement indicated in the Section-III for responsiveness of the tender. Only responsive tenderers shall be further taken up for evaluation. The qualification criteria of the Company and the evaluation criteria for the tender shall be as defined in the **Annexures**.
- 3. The License will be given to the firm who will offer the highest amount over and above the Unit cost for each Machinery / Gadget, subject to the fulfilment of other terms and conditions as mentioned.
- 4. MoFPI-IIFPT reserves the right of rejecting any offer without assigning reasons. Decision of institute will be final and binding in this regard. No further correspondence from the bidders in this regard will be entertained.
- 5. The industry/company willing to take the license of technology shall be required to enter into a Memorandum of Understanding (MoU) with MoFPI-IIFPT.

5. Accounting and Audit Rights:

- 1. *Records:* The LICENSEE shall maintain relevant books and records to enable the LICENSOR to determine LICENSEE's calculation of any Royalty due pursuant to the terms of the Agreement.
- 2. Audit: Any time during the period of agreement, with prior notice of 30 days' time, MoFPI-IIFPT may designate Institute's Finance and Accounts Officer or a certified public accountant to audit LICENSEE's books and records relating directly to Royalties due, with no less than thirty (30) days prior notice. In the case of a credit due, the LICENSEE may take such credit against the next payment or payments due to MoFPI-IIFPT until the credit is exhausted. In the case of a sum due to MoFPI-IIFPT, the LICENSEE shall pay such amount to the Institute, within thirty (30) days. MoFPI-IIFPT shall incur the audit at its own expense, provided however, if as a result of such an audit a deficiency in the amount of payments is determined and the deficiency exceeds ten percent (10%) of the payment actually made for the period of time audited, then in addition to paying to MoFPI-IIFPT the deficiency so determined, LICENSEE shall pay the fees and expenses of the auditor conducting such review. The results of any such audit shall be kept confidential except as may be required to enforce the provisions of this agreement.
- 3. *Accounting*: LICENSEE should agree to make written reports to MoFPI-IIFPT half yearly within thirty (30) days after the last day of each March and September during the Term of this Agreement and on such dates, stating in each such report the quantity, description, and Royalties for the Units sold or otherwise disposed of during the preceding six (6) calendar months and upon which the Royalty has been paid or is payable.

6. Confidentiality:

1. Information relating to evaluation of tender and recommendations concerning qualifications shall not be disclosed to the company who submitted the tender, or to other persons not officially concerned with the process, until the short listing of the company. The undue use by any company of confidential information related to the process may result in the rejection of its tender and may be subject to the provisions of the Institute's anti-fraud and corruption policy.

7. Rights of MOFPI-IIFPT:

- 1. MoFPI-IIFPT reserves the right to accept / reject the offers received without assigning any reasons whatsoever, or may call for any additional information / clarification if required. The Institute reserves the right to limit or delete any or part of the scope of work and extend the last date for submission of the tender document.
- 2. Not with standing anything contained in this tender, MoFPI-IIFPT reserves the right to accept or reject any application and to annul the tender process and reject all applications, 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 MoFPI-IIFPT rejects or annuls all the applications, it may, at its discretion, invite all eligible Prospective Licensor to submit fresh applications.

- 3. MoFPI-IIFPT reserves the right to verify all statements, information and documents submitted by the Applicant in response to the tender. Any such verification or lack of such verification by MoFPI-IIFPT shall not relieve the applicant of his obligations or liabilities hereunder this tender nor will it affect any rights of MoFPI-IIFPT.
- 4. The Institute reserves the right to revoke the exclusive license at any time for not maintaining and submitting books of account and any other documents as per agreement/ MoU. The Institute also has the right to revoke the exclusive license in case of non-promoting and non-sale of machinery within a year.
- 5. The tender process shall be governed by and construed in accordance with the laws of India and shall have exclusive jurisdiction of Thanjavur only over all disputes arising under, pursuant to and / or in connection with the tender process.

ANNEXURE – A

(To be submitted by the company on their Letter Head)
(Also mention on the top of letter "Confidential – FINANCIAL BID")

Ref:	Dated
To The Director MoFPI- Indian Institute of Food Processing Technology Pudukkottai Road Thanjavur – 613 005 Tamil Nadu Sub: MoFPI-IIFPT Tender NoIIFPT/DTD/EOI/2020-21/002 dt30.	06.2020
Sir,	
With reference to the Tender Notification for the Exclusive I Manufacture and Supply of Equipment / Gadgets Developed by Mothe website on,	2 2
I/We_hereby submit our Financial Quote as per prescribed Annexures all the information and statements made in this tender document are misinterpretation contained in it may lead to our disqualification. All the verification through local administration and ToT committee or as deemetender document is binding upon us. We understand that you are not be document you receive.	e true and accept that any e documents are subject to ed fit by the Authority, our
Yours faithfully	
Signature	
Name Designation Office seal	
Encl:	

ANNEXURE – B

(To be submitted by the company on their Letter Head)

ORGANIZATIONAL PROFILE

1.	Name of the Machinery / Gadgets applied for	1. 2. 3. 4.
2.	Registered name and address of the firm / organization / company	
3.	Registered firm / organization / company Phone No. Fax No. E-mail ID Website	
4.	Name of the Contact / Responsible person	
5.	Telephone / Mobile No. of the contact person	
6.	GST No. [GST Registration Certificate (copy to be attached) - In case of GST exemption, provide a copy of the Exemption Certificate]	
7.	PAN No.	
8.	OEM	
9.	Details of Registration (of firms) as an industry / legal entity (copy of certificate to be attached)	
10.	ISO 9001 certification, if any (Provide a copy, if applicable).	
11.	Details of the manufacturing experience, qualifications and experience of party and partners, if any, with details of the technical expertise available to show that the party can handle technical aspects of production, quality control and marketing (use separate sheets) (Kindly provide relevant experience for the last 5 years with supporting documents)	
12.	Financial background duly certified by the Chartered Accountant on his letter head – a) Capital Investment of the firm during the last 5 years	

	b) Annual Turnover of the firm for the last 5	
	years	
	c) Audited Balance Sheet and Profit and Loss	
	A/c. of the firm for the last 5 years	
13.	List of major customers for the last 5 years	
13.	with documentary evidence.	
	Whether necessary approvals from various	
14.	departments are available with the	
	firm/industry/organization for the same.	
	Arbitration/Court Cases against the	
	firm/industry/organization or dispute with	
15.	MoFPI-IIFPT/any consortium partner (Give	
	the details, if applicable). If no such cases,	
	mention as NIL.	
16.	Any other information which the Bidder is	
10.	willing to provide	

Signature of the Bidder with Date

DECLARATION

- 1. I/We, do hereby declare that the information given above and in the enclosed documents is true to the best of my/our knowledge and nothing has been concealed therein. I/We am/are well aware of the fact that if the information given by me/us is proved false/not true at any point of time, I/We will have to face punishment as per the provisions of law for the time being in force as well as the benefit availed of by me or the benefit accrued to me shall be summarily cancelled.
- 2. I/We, also affirm that I/We, am/are not banned or blacklisted from participating in tenders by any of the Govt. Departments.
- 3. I/We, do hereby undertake to furnish any further information required in this connection as and when desired by the Institute. I/We agree to abide by this bid for a period of 90 days from the date of opening of financial Bid under the instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4. I/We, do hereby declare that I/We will not engage in any fraudulent/ unethical practices during the bidding process.

Date:	Signature of the Bidder
Place:	Name:
	Office seal

ANNEXURE - C1

(To be submitted by the company on their Letter Head)

FINANCIAL BID FOR FABRICATION OF MACHINERY / GADGETS DEVELOPED BY MoFPI-IIFPT

S.No	Description	Unit Cost (Rs.) (Excluding GST)	Amount Quoted Over and Above the Unit Cost (Rs.)
1.	Rates offered by the bidder for the		
	following equipment		
1a.	Mobile processing unit	40,00,000/-	
1b.	Integrated onion processing unit	22,00,000/-	
1c.	Puffing machine for rice &	2,00,000/-	
	millets		
1d.	Moringa leaves separator	1,50,000/-	
			@ 4% on selling price of the
2.	Royalty (non-refundable)		equipment, excluding
			applicable taxes
3.	License grant period		Three (3) years
4.	Nature of license		Exclusive

Signature of the Bidder with Date	-
Name of the Bidder	-
Name of the Firm	-
Address for communication	-
Phone No.	-
Fax No.	-
Email-id	-

ANNEXURE – C2

UNDERTAKING

(To be submitted by the company on their Letter Head)

Ref:	Dated
In pursuance of the exclusive license to manufactur	re/ fabrication of Machinery / Gadgets
developed by MoFPI-Indian Institute of Food Proce	
We	
the company on being the successful bidder, undert	ake the following:
1. Will pay the bid amount as per the offer letter period of seven working days from the date of of with MoFPI-IIFPT.	•
2. Will execute the license agreement with MOI conditions stipulated in the MoU and the tender doc	
3. Will remit the royalty amount within thirty (a quarter.	30) days after the end of each calendar
We understand that in case we are found not adhering this bid document or license agreement, MOFP will debar us from benefits / participation in any of future for a period of three (3) years. We also acknow of the information, our proposals / contract shall be which shall be binding on us. We hereby also declarly such activity which can be termed as the conflict	I-IIFPT will take appropriate actions and the MOFPI-IIFPT programs / activities in owledge that in case of misrepresentation be rejected / terminated by MOFPI-IIFPT, lare that our Company, is not indulged in
Date:	Signature of the Bidder
Place:	Name & Office seal

ANNEXURE – C3

INSTRUCTIONS TO THE COMPANY

(Exclusive Licensing for Manufacturing of Equipment / Machinery Developed by MoFPI-IIFPT)

S.No	Particulars		
1.	Name of the Institute	MoFPI-IIFPT	
2.	Name of the Assignment / Job	License to manufacture(s) 1. 2. 3. 4.	
3.	Date of pre-bid meeting		
4.	Date & time and address for submission of Tender Document	Date: Time:	
5.	Representative of the Institute	Director Indian Institute of Food Processing Technology Thanjavur, Tamil Nadu - 613 005	
6.	Validity-period of the tender to be submitted by the prospective Company	The tender document to be submitted by the prospective Company must remain valid for minimum 90 days after the submission date, <i>i.e.</i> at least until	
7.	Any Clarifications in the tender needed to be requested 3 (three) days before the submission date. The address for requesting clarifications is:	Director Indian Institute of Food Processing Technology Thanjavur, Tamil Nadu - 613 005 Email: director@iifpt.edu.in	
8.	The formats of the tender to be submitted are:	Annexures	
9.	Royalty Schedule	Royalty's dues of sale of any Unit shall be 4% of the cost of the equipment. This amount shall be the actual invoiced selling price whether collected or not for any and all Units disposed of less: 1. Discounts allowed and taken, except prompt payment discounts and/or uncollectible accounts; 2. Inbound and outbound transportation costs, including overseas and domestic freight; 3. Cartons, packaging, and crating costs; 4. Sales and use taxes; 5. Amounts refunded or credited up on purchase price of returned units; and 6. Volume discounts and rebates.	

CHECK-LIST

Please note:

To help you prepare the best application possible, all items below need to be considered and ticked off. This will also assist us with assessment of your application.

Have you:

•	Read the tender guidelines?	
	Contacted the institute to discuss your tender document?	
-	Read and addressed the MOFPI-IIFPT tender document?	
	Checked that your Company is aware and agrees to the final tender submitted?	
•	Signed the tender document and checked that you are authorized to sign / submit the form?	

Signature of the Bidder with Date

MoFPI-INDIAN INSTITUTE OF FOOD PROCESSING TECHNOLOGY THANJAVUR – 613005, TAMIL NADU

Tender No. IIFPT/DTD/EOI/2020-21/002

General Terms & Conditions of tender and instruction to the bidder for exclusive licensing for manufacturing of machinery & gadgets developed by MoFPI-IIFPT

The Director, IIFPT hereby invites the tenders from agencies / companies / firm etc. for exclusive licensing for manufacturing of machinery & gadgets developed by MoFPI-IIFPT.

INSTRUCTIONS TO BIDDER

- 1. The duly filled & signed tender documents (including annexures) shall be submitted to the institute in person/by post/by courier failing which tender will not be considered.
- 2. Interested firm(s) can view/down load the tender documents from the IIFPT's website www.iifpt.edu.in
- 3. The tenderer/bidder shall clearly mention the machinery for which the firm applied on the top of envelop with the last date for submission of tender to IIFPT.
- 4. A tenderer/bidder can apply any number of machinery.
- 5. The tenderer/bidder will have to forward copies of the following documents with their tender otherwise the tender will be treated as cancelled:
- (a) Duly completed & signed tender document.
- (b) Under taking of acceptance of the terms and conditions of tender document duly signed
- (c) The bidder/tenderer shall forward all the self-attested documents as required under Annexure B organizational profile.
- 6. The Institute reserves the right to revoke the exclusive license at any time for not maintaining and submitting books of account and any other documents as per agreement/ MoU. The Institute also has the right to revoke the exclusive license in case of non-promoting and non-sale of machinery within a year.

Date: 30.06.2020