

उ०प्र० हस्तशिल्प विकास एवं विपणन निगम लि०

(राज्य सरकार का उपक्रम)
निर्यात भवन, कैसरबाग, लखनऊ

विज्ञापित

उ०प्र० हस्तशिल्प विकास एवं विपणन निगम लि० का सहारनपुर में संचालित वुड सीजनिंग एवं केमिकल ट्रीटमेन्ट प्लान्ट, धर्मकॉटा, वर्कशाप आदि एसपीवी के माध्यम से संचालित करने हेतु इच्छुक फर्मों/संस्थाओं से प्रस्ताव आमंत्रित किये जाते हैं। निविदा प्रपत्र वेबसाइट www.uphdmc.in से डाउनलोड किये जा सकते हैं। प्रत्येक निविदा प्रपत्र के साथ रू० 50,000/- (रू० पचास हजार) मात्र की धरोहर राशि जो बैंक ड्राफ्ट द्वारा यू०पी० हैण्डिक्राफ्ट्स डेवलपमेन्ट एण्ड मार्केटिंग कारपोरेशन लि०, लखनऊ के पक्ष में देय होगा, संलग्न करना अनिवार्य है। निविदा प्रपत्र निगम के लखनऊ कार्यालय में जमा करने की अन्तिम तिथि 10/12/2021 अपराह्न 2.00 बजे तक है। किसी/समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार प्रबन्ध निदेशक में निहित होगा।

प्रबन्ध निदेशक

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre
Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

INFORMATION ABOUT THE TENDERER(SPV) **(FIRM/ORGANISATION)**

1. Name of the Company/firm/organization:

2. Address

3. Telephone No. (s) Office
 Residence
 Mobile
 e-mail

4. Contact Person(s)

5. Nature of Company/firm/organization:

(Enclose copy)

6. Year of establishment

7. GST No.:

(Enclose copy)

8. Permanent Account Number

(Enclose copy)

9. Bank Account Number

(Enclose copy of pass book/bank statement)

10. Name of Bank & Address

11. Nature of Activity of the Company/firm/organization:

12. Net worth of last three years- 2018-19 2019-20 2020-21 (Rs. in lac)

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13. Turnover of last three years 2018-19 2019-20 2020-21 (Rs. in lac)

(Enclose _____ copies of ITR/Balance Sheet)

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14. Experience in manufacturing/trading of handicrafts
15. Experience in operating Seasoning Plant/CFC
16. Major Clients with complete Address and telephone nos.
17. Any other information

The earnest money of Rs. 50,000.00 vide DD No.Dated.....
drawn on bank..... is enclosed alongwith signed copy of
terms & conditions & undertaking as acceptance of terms

Place:	Signature :
Date:	Name :
	(Applicant/Authorized Signatory)
	Seal of the Company/ Firm /Organisation(SPV)

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre

Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

TERMS/ CONDITIONS FOR OPERATING WOOD SEASONING PLANT &CHEMICAL TREATMENT PLANT ETC. , SAHARANPUR by the SPV.

1. The Wood Seasoning Plant and Chemical Treatment Plant, Chemical Treatment Plant, Weigh Bridge, workshop etc. situated at Ali Ahengran, Mandi S amiti Road, Saharanpur, owned by the U.P Handicrafts Development & Marketing Corporation Ltd. shall be given to the Special Purpose Vehicle (SPV) to operate on public private partnership mode for a maximum period of five years with an increase of 10% every year in the guaranteed fixed operating charges agreed by the UPHDMC. However, the duration of running the Centre can be renewed for a further period of three years with the mutual consent of both the parties, i.e. SPV & UPHDMC.
2. The machines/equipments/facilities available in the Wood Seasoning Plant, Chemical Treatment Plant, Weigh-Bridge, workshop etc. installed in Wood Seasoning Plant Campus Saharanpur will be made available to the SPV for carrying out job work of the industry. The Centre will be operated as Common Facility Centre for Artisans. However, the SPV shall have the liberty to carry-out its own work also when the machines/equipments are free. The office building, conference room, Manager's residence, guest room etc. situated in the wood seasoning plant campus are excluded in the tender. Those premises shall NOT be given to the SPV.
3. Manpower/Operators will have to be arranged by the SPV at its own cost and all payments towards wages etc. to the manpower/operators will be borne by the SPV. The UPHDMC/Licensors will not be responsible/liable in any manner in this regard.
4. Recurring expenses on running the centre like electricity, water, consumables and maintenance charges of the plant/machines/equipments will be borne by SPV.
5. Seasoning & Treatment Charges shall be approved by the Managing Director, UPHDMC in consultation with the SPV. The charges of job work

of regular items shall be displayed in the Plant. However, any variation in the existing rates or the rates of job work of new items will be approved by the Managing Director of the U.P. Handicrafts Development & Marketing Corporation Ltd. in consultation with the SPV. The SPV shall not be at liberty to amend the rates of job work at his own discretion. However, current year seasoning and treatment job work charges shall be applicable as per existing rates.

6. The National Price Index shall be the basis of revision of all job work charges. However, in case of any dispute in the job work charges, the same shall be referred for redressal to the High Powered Committee comprising of Managing Director UPHDMC, Joint Commissioner Industries, DIC, Saharanpur, two representatives of the Local Wood Carving Manufacturers Association and the SPV.
7. The SPV shall deposit Security Amount/Performance Security of Rs. Ten Lacs (Rs. 10.00 Lacs) by way of Demand Draft/Bank Guarantee issued in favour of the U.P. Handicrafts Development And Marketing Corporation Ltd. Lucknow during the period of Agreement to operate the Wood seasoning Plant etc. In case of Bank Guarantee (B G), the validity of B.G. shall be three months more than the validity of the Agreement.
8. The Security deposit/performance guarantee, service charges received from wood seasoning, chemical treatment, Weigh Bridge, workshop and any other service charge/income etc. shall be deposited in a Escrow Bank Account which shall be operated by the representatives of the U.P. Handicrafts Development and Marketing Corporation Ltd and SPV jointly.
9. The SPV shall have to pay agreed fixed monthly service charges per month by 7th day of each month in advance to the U.P. Handicrafts Development And Marketing Corporation Ltd. The monthly charges shall be calculated at rate of 1/12 of annual charges.
10. In addition, the SPV shall pay electricity and water charges as per actual to the U.P. Handicrafts Development & Marketing Corporation Ltd. by 7th of each month.
11. The keys of Plant will be handed over to the SPV. The centre will be operated by the SPV as per requirement of the job work.

12. It will be responsibility of SPV to perform the job work in time and to the entire satisfaction of the client.
13. Authorized representatives of U.P. Handicrafts Development And Marketing Corporation Ltd. will have the right to inspect the centre at any time.
14. The selected SPV shall have to execute an Agreement with the U.P Handicrafts Development And Marketing Corporation Ltd. for operating Wood Seasoning Plant & Chemical Treatment Plant, Weigh Bridge, workshop etc. within 15 days from the date of approval and start operation of the Plant within 30 days. The earnest money deposit will be forfeited in case the centre is not operated within 30 days of approval.
15. The SPV shall have no rights to make any changes in basic structure of the wood seasoning plant campus nor shall remove any machines, equipments etc. or any part there of from the Plant. However, the SPV shall have the opportunity to upgrade the Plant & Machinery only at its own cost with the prior permission and approval of the UPHDMC.
16. One/Two staff residence, as required, shall be allotted to the SPV on payment basis for accommodating its working staff. The maintenance and upkeep of such staff residence shall be carried out by the SPV at his own cost. However, one office space shall also be allotted to the SPV for carrying out daily/routine work.
17. The above arrangement/agreement can be terminated by the SPV by giving three months notice in advance in writing to the UPHDMC only after completion of one year of contract/operation of wood seasoning plant/treatment plant etc. However, if the agreement is terminated, the SPV shall be liable to pay the operating charges of the minimum notice period.
18. If the activities of the SPV are found detrimental to the interest of the Plant/UPHDMC, the UPHDMC shall be at liberty to terminate the agreement by giving THREE MONTHS notice or Forthwith, as the circumstances call for.
19. The SPV shall handover the entire wood seasoning plant/treatment plant, Weigh Bridge, workshop etc. with all machines/equipments/furniture/fixtute, staff residence, office etc. to the UPHDMC in running and good condition on the expiry/termination of this agreement.

20. All rules/regulations etc. of the Central/State Govt. shall be binding upon the Private Partner.
21. In case of any dispute, the matter will be referred for arbitration to the Additional Chief Secretary/ Principal Secretary/Secretary, Micro, Small & Medium Enterprises & Export Promotion Deptt., Govt. of U.P. or any representative authorized by the Additional Chief Secretary/Principal Secretary/Secretary, whose decision shall be final and binding on both the parties.
22. All legal disputes will be subject to jurisdiction at Lucknow only.
23. In case of any other legal dispute between UPHDMC and any third party, the SPV will neither be under any obligation nor the UPHDMC will be under any obligation of any kind towards the SPV. However, the SPV being a Licensee of UPHDMC will have to abide by any decision of any Court in the manner it is followed by the UPHDMC.

Date

(Signature of SPV)

Seal of SPV

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre

Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

Undertaking of the SPV

I/We, _____ Son/daughter/wife of _____ do hereby solemnly affirm that all the information given in the tender document is correct to the best of my knowledge and belief. If any information is noticed or found wrong or misleading or after award of contract, the U.P Handicrafts Development And Marketing Corporation Ltd., (A U.PGovt. undertaking), 2-Rana Pratap Marg, Lucknow shall be at liberty to take suitable action against me/my firm/company/ SPV and my tender/award of contract shall be liable to be rejected/cancelled. I/we hereby accept all the terms & conditions of the Tender of Wood Seasoning Plant & Wood Treatment Plant campus, Saharanpur laid down by the U.P Handicrafts Development And marketing Corporation Ltd., 2-Rana Pratap Marg, Moti Mahal, Lucknow and agree to abide by the same.

(Signature of the Tenderer)

Place:

Name of the Tenderer:

Date:

Seal of the Firm/Company/Organisation/SPV

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre
Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

Machinery/ Equipments/ Facilities available for operation

Sl. No.	Item	No.	Installed capacity
1.	Wood Seasoning Chamber	10	6100 CFT
2.	Pressure/Chemical Treatment Plant	02	210 CFT
3.	Boiler	01	
4.	Laboratory	01	
5.	Weigh Bridge	01	
6.	Workshop	01	

Place:

Date:

Signature :

Name :

(Applicant/Authorized Signatory)

Seal of the Firm/Company/Organisation/ SPV

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre

Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

Technical Bid

Part-I

Sl. No.	Description	Details	Remarks
1.	Nature of Company/Firm/Organisation (Enclose copy of relevant documents)		
2.	Tax/Vat registration No. Enclose copy of relevant documents)		
3.	Net turn over of the Company/Firm/Organisation of the last three years (Enclose copy of relevant documents)	2018-19	
		2019-20	
		2020-21	
4.	Experience in manufacturing/trading of handicrafts (in years) Enclose copy of relevant documents)		
5.	Experience in manufacturing/trading of wooden handicrafts (in years) Enclose copy of relevant documents)		

6.	Experience in running/managing wood seasoning plant/CFC, if any(in years) Enclose copy of relevant documents)		
7.	Has the company/firm/organisation ever been blacklisted (yes/no) (Enclose affidavit on Rs.10/- non-judicial stamp paper that company/firm/organisation has not been blacklisted from any Govt. Deptt./Institution on prescribed format enclosed)		
8.	Earnest money of Rs. 50,000.00	D.D. No.	

Place:

Date:

Signature :

Name :

(Applicant/Authorized Signatory) Seal
of the Firm/Company/Organisation

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre

Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

Financial Bid

Part-II

From,

To,

Managing Director,
U.P Handicrafts Development and Marketing
Corporation Ltd.,
2- Rana Pratap Marg, Moti Mahal,
Lucknow.

Dear Sir,

In reference to your advertisement published in
dated I/We submit our financial bid for operating Wood Seasoning Plant &
Chemical Treatment Plant, Weigh B ridge, workshop etc., situated at Ali Ahengran, Mandi
Samiti Road, Saharanpur as under:-

Sl. No.	Description	Guaranteed operating charges payable by the SPV to the UPHDMC per annum. (Value in INR)	Remarks
1	Operating of Wood Seasoning Plant, Chemical Treatment Plant, Weigh Bridge, workshop etc. situated at Ali Ahengran, Mandi Samiti Road, Saharanpur by the SPV		

Signature :

Place:

Name :

Date:

(Tenderer/Authorized Signatory)/Seal

To be furnished on Rs. 10.00 Non-Judicial Stamp Paper duly notarised.

I/We, _____ Son/daughter/wife of _____ do hereby
solemnly affirm that M/s _____ has _____
never been blacklisted by any Govt. Department/Institution/Organization.

Date:

Signature

Name: Address:

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre
Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

DISCLAIMER

The information contained in this Request for Proposal document or subsequently provided, whether verbally or in documentary or any other form by or on behalf of the U.P. Handicrafts Development And Marketing Corporation Ltd., is provided to applicants/tenderer on the terms and conditions set out in this and such other terms and conditions subject to which such information is provided.

The document includes statements, which reflect various assumptions and assessments arrived at by the U.P. Handicrafts Development And Marketing Corporation Ltd., in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. The assumptions, assessments statements and information contained here may not be complete, accurate, adequate or correct. Each applicant/tenderer should, therefore, conduct own investigations and any analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained here and obtain independent advice from appropriate sources. The Tenderer acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth and hereby acknowledges and agrees that the UPHDMC shall not be liable for the same in any manner whatsoever to the Tenderer, or any person claiming through or under any of them.

U.P. Handicrafts Development And Marketing Corporation Ltd., may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this. The issue of this document does not imply that U.P. Handicrafts Development And Marketing Corporation Ltd., is bound to select an applicant or to award the selected applicant of

the Wood Seasoning Plant etc. on Public Private Partnership Mode. The U.P. Handicrafts Development And Marketing Corporation Ltd., reserves the right to reject anyl or all of the tenders or proposals without assigning any reason whatsoever.

1. Introduction:

Objectives of the Scheme

The objective of the Tender/Expression of Interest is to select and involve a Special Purpose Vehicle (SPV) for operating the Wood Seasoning Plant, Chemical Treatment Plant, Weigh Bridge etc.on Public Private Partnership mode.

Request for Proposal

U.P. Handicrafts Development And Marketing Corporation Ltd. invites tenders for operating and maintenance of Wood Seasoning & Chemical treatment Plant, Weigh Bridge, workshop etc, Ali Ahangran, Mandi Samiti Road, Saharanpur by SPV on prescribed Terms and conditions as mentioned in this document.

1.1 Procurement of Document

Documents can be downloaded from the official website of the U.P Handicrafts Development And Marketing Corporation Ltd. (<http://www.uphdmc.in>).

2. Selection Process

2.1 All tenders shall be submitted to the Managing Director, U.P Handicrafts Development And marketing Corporation Ltd., (A U.P Govt. undertaking), ODOP Marketing And Branding Facilitation Centre, Niryat Bhawan, (Ground Floor),8-Qaiserbagh, Lucknow upto 10th December,2021 till 14.00 hrs. Technical Bid should be submitted under separate sealed covers indicating the Technical Bid & Financial Bid in the front of envelops.

2.2 All the tenders should be accompanied by an earnest money of Rs. 50,000/- (Rs. Fifty thousand) only payable by Demand Draft issued in favour of U.P Handicrafts Development And Marketing Corporation Ltd., Lucknow payable at Lucknow. The earnest money should be placed in a separate sealed envelop super-scribing "Earnest Money for tender of Wood Seasoning Plant, Saharanpur ."

2.3 All the technical bids accompanying the earnest money shall be opened before Committee on 10th December, 2021 at the U.P Handicrafts Development And marketing Corporation Ltd., (A U.P Govt. undertaking), ODOP Marketing And Branding Facilitation Centre, Niryat Bhawan, (Ground Floor), 8-Qaiserbagh, Lucknow in presence of available applicants/tenderers. All the technical bids will be examined for fulfilment of pre-conditions and enclosures. The Financial bids of only those tenders whose technical bids are found in order and who fulfil the preconditions shall be opened before the committee on 10th December, 2021. However, UPHDMC reserves the right to negotiate with the bidders for securing competitive bids.

3. **Eligible Agencies**

Following are eligible for submitting tenders:-

- 3.1 The Company/Firm/Organisation registered under any prevailing law in India.
- 3.2 The Company/Firm/Organisation should have minimum five years of experience in Handicraft sector, especially manufacturing of Wooden handicraft Products/operating of seasoning Plant or similar activities.
- 3.3 The Company/Firm/Organisation should possess required GST/Tax registrations etc. in accordance with the established laws.
- 3.4 The Net turn over of the Company/Firm/Organisation should be at least Rs. 100.00 lacs on an average during the last 3 (three) preceding years.
- 3.5 The Company/Firm/Organisation should submit a copy of PAN card issued in the name of the Company/Firm/Organisation and necessary documents of Registration of the Company/Firm/Organisation.

4. **Cost of document**

- 4.1 The documents can be procured on payment of Rs.500.00 by demand draft issued in favour of U.P. Handicrafts Development & Marketing Corporation Limited, Lucknow or in cash from Wood Carving Division, Saharanpur.

5. **Acknowledgement by Applicant**

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the document;
- (b) Acknowledgement that it does not have a Conflict of Interest and
- (c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

6. Right of UPHDMC to reject any or all Proposals

6.1 Notwithstanding anything contained in this document, the Managing Director, UPHDMC reserves the right to accept or reject any proposal and to annul the Tender Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

6.2 **Applications are liable to be rejected if:**

(a) At any time, a material misrepresentation is made or concealed/uncovered,

or

(b) The applicant does not provide within the time specified the supplemental information sought for evaluation of the Proposal.

6.3 Such misrepresentation/improper response may lead to the disqualification of the applicant.

7. **Clarifications**

7.1 Applicants requiring any clarification may send their queries to the U.P Handicrafts Development And marketing Corporation Ltd., (A U.P Govt. undertaking), 2-Rana Pratap Marg, Lucknow in person or by e-mail (uphdmcho@gmail.com) latest by 01.12.2021. U.P.Handicrafts Development And marketing Corporation Ltd, shall prepare clarifications of all queries received upto the above due time and post them on its website (www.uphdmc.in) for all to see by 5.00 pm on 03.12.2021. The clarifications shall be considered a part of the notice inviting application.

8. Amendment/Modification

8.1 At any time prior to 04.12.2021 at 5.00 pm, the U.P Handicrafts Development And marketing Corporation Ltd may for any reason, whether at its own initiative or in response to clarifications required by the applicant, modify the document by the issuance of Modified/Addendum/Amendment through posting it only on its website and clarifications to queries will be considered as amendment of this document.

8.2 All such amendments/modifications will be posted only on the website and shall not be published in any news paper and that shall be binding on all applicants.

8.3 In order to afford the applicant a reasonable time for taking an amendment into account, or for any other reason, the U.P Handicrafts Development And marketing Corporation Ltd may, in its sole discretion, extend the Proposed Due Date.

9. Submission of Proposal

9.1 Applicant shall submit their technical bid & financial bid in the format available at Part-I & Part-II.

9.2 While submitting the Proposal, the applicant shall, in particular, ensure that Power of Attorney for signing of proposal have been submitted.

9.3 The U.P Handicrafts Development And marketing Corporation Ltd reserves the right to verify all statements, information and documents, submitted by the applicant in response to the proposal.

9.4 The proposal will be sealed in an outer envelope which will bear the address of the U.P Handicrafts Development And marketing Corporation Ltd and mentioning the name and address of the applicant. The envelope should be super-scribed as "Tender for operating Wood Seasoning Plant Saharanpur"..

10. Modification/substitution/withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Tenderer after its submission.

11. Evaluation of Proposals

Prior to evaluation of proposals, the U.P Handicrafts Development And marketing Corporation Ltd. will determine whether each proposal is responsive to the requirements of the document. A Proposal shall be considered responsive only if submitted on proper application format with all enclosure and prescribed procedure.

12. Clarifications

To facilitate evaluation of Proposals, the U.P Handicrafts Development And marketing Corporation Ltd. may, as its sole discretion, seek clarifications from any applicant regarding its proposal.

Managing Director

APPENDIX-A

Wood Seasoning Plant,
U.P. Handicrafts Development and Marketing Corporation Ltd.,
Saharanpur

List of Plant & Machinery in Wood Seasoning Plant, Saharanpur

Sl.No.	Components	specification	
1	Seasoning Chamber	700 CFT	
2	Seasoning Chamber	250 CFT	
3	Chemical Treatment Plant	150 CFT	
4	Chemical Treatment Plant	60 CFT	
5	Boiler (with Accessory)	1.5 Ton	
6	Laboratory		
6.1	Oven Digital		
6.2	Oven Manual		
6.3	Humidity Machine		
6.4	Tensil Machine		
6.5	Weighing Machine	30kg	
6.6	Weighing Machine	610 kg	
6.7	Band Shaw		
6.8	Circular Shaw Machine 12"		
7.	Weigh Bridge		
8	Workshop		

Appendix-B

Format of the receipt to be issued by the Licensee/Second Party/SPV in favour of the Customers/Artisans/Exporters, as the case may be.

U.P. Handicrafts Development And Marketing Corporation Ltd.

ODOP Marketing And Branding Facilitation Centre

Niryat Bhavan (Ground Floor), 8-Cantt. Road, Qaiserbagh,

Lucknow-226001

Email:uphdmcho@gmail.com

(Wood seasoning, Chemical Treatment Plant & Weigh Bridge, workshop operated by M/s.....(SPV) under Licence from the U.P. Handicrafts Development and Marketing Corporation Ltd.)

TAX INVOICE

GSTN:

No.

Date:

Sl.No.	Particulars	Quantity	Rate	Amount
			Total (A)	
		SGST	@.....%	
		CGST	@.....%	
		Total GST (B)	@.....%	
			G.Total (A+B)	

E&OE

Signature

APPENDIX-C

General Rules and Requirements applicable on SPV/Licensee/USER/Second Party

SPV/Licensee/USER/Second Party agrees that its employees, contractors, agents, representatives, invitees and each of its participants (to the extent applicable) shall comply with each of the following terms and conditions during use of premises.

1. SPV/Licensee/USER/Second Party, its employees, contractors, agents, representatives, invitees and/or each of its participants are responsible for the proper use and care of the property and the SPV/Licensee/USER/Second Party shall be fully responsible for making good, all or any kind of damage, destruction or loss caused by them.
2. Stick no bills policy shall be followed. Temporary Sign Board of maximum of 8'x2' size can be permitted to be placed in front of premises for identification purposes, but for that as well, written permission of the Licensor/UPHDMC shall be required by the USER/Second Party. All notices etc. shall be put up on notice board only. No advertisement or similar items shall be used without the written permission of UPHDMC.
3. SPV/Licensee/USER/Second Party shall be responsible for general clean up of the premises during the regular use of Seasoning Plant premises.. General clean up includes the cleaning necessary to return the facility/premises to a clean, safe, orderly, and sanitary condition. Further, at the time of vacation of premises, Licensee/USER/Second Party shall also handover the premises in clean and good condition. Costs will be assessed to USER for clean up and restoration if SPV/Licensee clean up/restoration is not satisfactory.
4. SPV/Licensee/USER/Second Party acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to accommodate the use/activities contemplated under this Agreement.
5. SPV/Licensee/Second Party accepts the wood seasoning plant, Chemical Treatment Plant, Weigh Bridge, Machines, equipments etc. residence/office space in question on "AS-IS-WHERE-IS" basis. SPV/Licensee/Second Party shall abide by all applicable central, state and local laws, rules and regulations.

6. To the extent applicable, SPV/Licensee/Second Party shall ensure that all of its contractors, agents or other representatives performing work on premises are qualified, licensed and insured in accordance with applicable laws and requirements. SPV/Licensee/Second Party shall ensure that its employees, contractors, agents, representatives, invitees and each of its participants comply with the terms of this agreement. The Licensee shall ensure that all the machines and equipments and property are ensured as per existing laws.

7. SPV/Licensee/USER/Second party acknowledges and agrees that the UPHDMC/Licensors/First Party shall not be responsible for providing any services, utilities, equipment or any other items to Licensee/Second Party as required by them, while using the premises-in-question under the instant agreement.

