

NATIONAL SEEDS CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)  
CENTRAL STATE FARM, JAWALGERA, (Disst.-Raichur)  
(CIN No.: U74899DL1963GOI003913)



**ONLINE  
TENDER FOR**

**Renting out above Fish Hatchery for Production of quality fish seeds (Fish Fry & Fingerlings) on contract basis**

DATE/ TIME OF DOWNLAODING THE TENDER	: 25.06.2019 / 15.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 02.07.2019 / 15.00Hrs.
OPENING OF TENDER (TECHNICALBID)	: 02.07.2019 / 15.30Hrs.
OPENING OF TENDER (FINANCIAL BID)	: After completion of Technical Bid Process
COST OF TENDER (Non-refundable)	: Rs.1000/- (One Thousand Only)
EARNEST MONEY DEPOSIT (Refundable)	: Rs. 50,000/- (Fifty Thousand only)
WEBSITE	: <a href="http://www.indiaseeds.com">www.indiaseeds.com</a> , <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a>

# NATIONAL SEEDS CORPORATION LIMITED - JAWALGERA

## SECTION-I

### INSTRUCTIONS TO THE TENDERES / BIDDER - ONLINE MODE

**DEFINITIONS:** C1 India Private Limited: Service provider to provide the e-Tendering Software.

**NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) Introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

(1). **ACCESSING / PURCHASING OF BID DOCUMENTS:**

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. facilitates for procurement of Class-III DSC's. DSC Procurement request may be sent to [jatin.kalra@c1india.com](mailto:jatin.kalra@c1india.com) for more details during NSCL working days.

To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>), to have a User ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs.3300/-inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com) to Helpdesk for their profile activation. The account will be activated within 24 working Hours. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.

To participate in bidding, bidders have to pay Tender Processing Fee of Rs.550/-inclusive of all taxes (Non-refundable) through online mode (Internet banking/Debit card/Credit card).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.

NSCL Global Support E-Mail Id: [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com)

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

(2). **PREPARATION SUBMISSION OF APPLICATION**

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking/ Debit Card/Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

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

For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload /resubmit digitally signed modified bid.

For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(4). OENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(5). DISCLAIMER:

The vender must read all the instruction in the RFP and submit the same accordingly.

# NATIONAL SEEDS CORPORATION LTD.

## CENTRAL STATE FARM, JAWALGERA.

### TERMS & CONDITIONS FOR FISH HATCHERY

The terms & conditions for operation of Hatchery for fish seed production at Central State Farm, **Jawalgera**.

#### **A. Parties**

- a. National Seeds Corporation Ltd, New Delhi, a Government of India Undertaking, having its Registered office at Beej Bawan, Pusa Complex, New Delhi-110012 (herein after called the NSC), which expression, unless the context otherwise requires shall mean and include its Successor In office, legal heirs and agreed assign on one Part, through Deputy General Manager (Farm) Central State Farm, **Jawalgera**.
- b. The successful Tenderer \_\_\_\_\_, who intend to take Fish seed production in Fish Hatchery complex (about 2 ha. area) of NSC, Central State Farm Jawalgera for the period 1 July 2019 to 31 May 2021 ( herein after called the Fish Seed Producer or Producer) on the other Part.

#### **2 Now the work arrangement is as hereunder:**

- 2.1 Whereas the NSC wants to implement fisheries development at its farm, therefore desires to collaborate/engage Fish Seed Producer having experience in fish seed production. NSC will make available infrastructure facilities and establishment developed at the NSC farm Hatchery complex to produce quality fish seed of Indian major carps and exotic carps.
- 2.2 Fish seed producer will run Hatchery complex to undertake fish seed production as per established technology on the basis of collaborative efforts.
- 2.3 Whereas under the present arrangement, producer is agreed to undertake quality Fish Seed Production in Fish Hatchery complex of NSC farm on the Total sale share % basis of receipt to be generated in agreed period from sale of Fish seed as agreed by the parties.

**Now, therefore in consideration of the premises and mutual covenants hereafter contained the parties hereto agreed as under:**

#### **3 Financial arrangement.**

- 3.1 The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rs. Fifty thousand only) through Demand Draft will have to be submitted with the tender in the favour of “**National Seeds Corporation Ltd**” payable at **Sindhanur**. EMD will be refunded to unsuccessful tenderers without interest within three months after opening of Tender, through DD or Bank Transfer. The EMD of successful tenderer will be adjusted as part of Security Money.
- 3.2 The Security Money Deposit of Rs. 2.00 Lakhs (Rs. Two lakhs only) inclusive of EMD will be deposited by the successful tenderer within seven days of acceptance of the work offer. The Security Money Deposit shall be refunded without interest after 30 days of satisfactory completion of contract period with all contractual obligations. However, in lieu of any loss or damage to farm or hatchery infrastructure, assets, apparatus & tools and any other item of farm provided / used by the Producer, suitable amount as decided by a committee will be deducted. In the event of serious breach of any terms and conditions by the Producer or leaving the work in between or uncompleted within agreed time by the

Producer, the NSC farm will have full right to terminate the contract and forfeit the Security amount and other amount deposited by the Fish Seed Producer with the NSC.

- 3.3 Apart from Land and Resources, NSC has invested and created Fish Hatchery structure along with basic infrastructure for fish seed production. The Hatchery with infrastructure and Brood Stock will be handed over / provided to tenderer for seed production work for a nominal non-refundable facilitation charges amount of Rs. 2.00 lakhs per year in annual installment. The installments have to be paid within first 30 days of starting of work every year. The NSC will provide Hatchery complex, its premises, water etc. without any extra cost to fish seed producer for production of fish seed.

In case it is not possible or feasible to arrange / rear Brood stock due to water crisis or other management reasons, NSC may allow Fish Seed Producer to arrange ready spawn directly from his/her trusted/verified source, for production of fish seed (Fry / Fingerlings). However, quality of fish seed production shall be ensured by the Fish Seed Producer. In such case, facilitation charges will be Rs 1.00 lakh per year only but there may not be any financial obligation on the part of NSC on account of procurement expenses of spawn and the same will be borne solely by the producer.

- 3.4 Any late payment shall attract 18% interest. Late payment for dues will be accepted by the NSC maximum up to one month delay and there after it shall be on sole discretion of Farm Authority to forfeit Security Money Deposit and in such case agreement shall stand terminated without notice.
- 3.5 The fish seed producer shall be directly responsible for running of Hatchery complex and production of fish seed. The Fish Seed Producer will bear all operational cost required for running of Hatchery complex or if any other special requirement. However, apart from bearing expenses on of inputs, manpower and other variable expenses, he will also reimburse farm for availing any extra facility/ farm machinery / resources, if any, provided by farm on mutual understanding and consent.
- 3.6 The producer shall produce quality fish seed of various breeds in different categories as per demand with mutual consent of the Parties. He shall be responsible for quality fish seed production which meets high standards as per market demand and liking of Fish producers.
- 3.7 The Marketing of so produced fish seed shall be sole responsibility of producer under supervision of NSC officials.
- 3.8 On commencement of sale, producer will arrange regular marketing/disposal of produced Fish seed (Fry or Finger lings) and will sell fish seed on behalf of NSC, on the NSC billing and Gate pass under supervision /verification of NSC officials. The entire receipt from sale shall be deposited with the farm and Producer's share on % basis shall be released on monthly basis within first week of succeeding month of the receipt.
- 3.9 The seed production plan shall be made with the consent and approval of NSC and if there is any change made by fish seed producer in the approved procedure or plan for production of fish seed, he shall be responsible to take prior permission from NSC in writing signed by the Competent Authority.
- 3.10 The fish seed producer will maintain systematic and accurate accounts and records. The same will be checked and verified by NSC officials on regular basis or as per instructions of farm authority.
- 3.11 In case there is any irregularity in production and marketing is found or misinformation or unjustified booking in account/records or concealment of information/facts are observed, the penalty as decided by the committee of farm officers shall be imposed including forfeitures of Security & EMD and even termination of contract and the Tenderer shall indemnify NSC for all such loses caused because of their act.
- 3.12 The rate of share of NSC and fish seed producer in sale receipt will be decided through open tender.
- 3.13 The rate of sale of fish seeds will be decided by the NSC Farm committee based on the prevailing market rates which should not be lower than Rs. 70/1000 for seed sale. The seed

will be sold by producer under supervision of NSC considering the prevailing market rates. The indicative rates of sale of fish seed are as follows:

Catla	RS.100/1000 fry	15-20mm
Rohu	Rs.80/1000 fry	15-20mm
Mrigal	Rs.75/1000 fry	15-20mm

The rates have been taken from Major Fish market Kolkata which are indicative. However, the final rates will be decided by the committee. Similarly, rates of Fingerlings above 40mm will be decided by the committee if demand arises.

- 3.14 The initial agreement between fish Seed Producer and NSC will be made for 2 years (from 1 July 2019 to 31 May 2021) for operation and running of Hatchery complex for seed production. The contract may be extended subsequently on the sole discretion of NSC through separate agreement after considering the performance of the fish seed producer. On completion of work period or in the event of termination of work agreement, the work shall stand seized and producer/contractor shall have no right on Hatchery complex, its pond and infrastructure.

#### **4. Responsibilities of the fish seed producer.**

- 4.1 The fish seed producer shall have a complete team of professionals and skilled labours to make available all necessary requirements to operate fish seed production unit. He shall produce quality fish seed.
- 4.2 That the Producer shall produce quality fish seed and sell them to fish producers.
- 4.3 Fish seed producer shall produce original papers for his /her identity, work experience and complete address of his/her residential proof. He shall also be responsible to produce the details of his/her own assets.
- 4.4 Fish Seed Producer will share his expertise & experience in fish hatchery operations and marketing with the NSC officials and fish producers and if required by NSC, he shall participate in various training programmes.
- 4.5 Fish seed producer shall be responsible for compliance of operation manual and guidelines framed in this regard by the fisheries department of Govt. of India/ NFDB. Compliance of all the necessary statutory Laws, Rules, Regulations, Notifications, and Orders shall be on Fish Seed Producer/Tenderer, any loss caused to NSC on account of this shall be sole liability of Fish Seed producer, and he/she shall indemnify NSC accordingly.
- 4.6 Fish Hatchery Complex along with infrastructure as established on the land of NSC, CSF Jawalgera, shall be handed over to fish seed producer on the date of agreement by the parties and the same shall be taken over back on completion of the season or on completion of agreement period. However, NSC shall remain sole rightful owner of fish seed production unit and Hatchery complex including infrastructure at all the time. Fish Seed Producer shall maintain the infrastructure and ensure that no damage shall be caused to fish hatchery complex and infrastructure handed over by NSC, in case of any damage occurred the same will be repaired totally / new procured at the cost and expenses of Fish Seed Producer.
- 4.7 Fish seed producer will be responsible for safe operation of fish hatchery and safe guard of Fisheries complex.
- 4.8 Fish Seed Producer shall take all safeguards /safety measures to prevent any kind of accident, mishap, any life threatening causes. Insurance of the manpower/laborer working at site will be the responsibility of producer. In case of any unfortunate life threatening incidence or casualty, producer shall be solely responsible for any kind of physical and financial loss. In this matter, NSC shall not be liable or responsible for any kind of compensation or damage etc.

- 4.9. The Fish Seed Producer shall be responsible to pay wages / funds / expenses to his manpower timely as per applicable laws. NSC shall not be directly-indirectly liable or responsible towards manpower/labourer of the producer. Such persons/laborers will not have any kind of right/dealing /engagement/obligation towards NSC. Compliance of all applicable laws with respect of manpower engaged by him shall be on fish seed producer. A monthly compliance declaration with proof will be submitted by producer to NSC every month.
- 4.10 The Producer shall be responsible for proper raising/raring and maintenance of all live stock including Brood stock throughout the agreement period. He shall be responsible for all operations required for fish seed production and disposal, timely.
- 4.11 The minimum production of fish seed will be 1.8 crore fry , If the production falls below the target The NSC will form a Committee to consider the circumstances for low production. If no justified tangible reason for low production is found then the recovery /penalty of 10-20% of deficient production value may be imposed upon the fish seed producer or as decided by the said Committee.
- 4.12 Fish Seed Producer shall not further sub-let/ sub-contract / assign the work under this agreement to any other third Party without written consent of NSC.

## **5. Responsibilities of NSC.**

- 5.1 The NSC will provide Fish Hatchery Complex, ponds, basic infrastructure facilities, Brood stock, water resources for the production of fish seed.
- 5.2 The NSC will full fill the procedural requirement to enable the smooth running of the project.
- 5.3 The NSC will supervise the sale of fish seed so produced from hatchery under present contract.
- 5.4 The NSC will provide outer security as provisioned and prevailing in the farm.
- 5.5 That NSC will maintain sale account, receive sale proceed and release share of producer as agreed.
- 5.6 The NSC shall supervise entire process of production up to sale of quality Fish seeds.
- 5.7 The NSC will make available genetically pure/quality brood stock nearly 1500 kg through tender purchase. On successful completion of contract or termination in between, the entire available Brood stock shall be handed over by the producer in live healthy condition to NSC and NSC shall be sole owner of Brood stock available in the Hatchery complex. The Producer shall be solely responsible for its proper rearing and maintenance.

## **6. Termination of the agreement.**

- NSC reserves full right to terminate the agreement at any time during the period of this Agreement, in cases, which inter-alia includes:
- 6.1 In case Producer failed to comply with the agreed terms & conditions, or on violation or breach of any physical or financial terms and conditions committed by producer or his/her manpower.
  - 6.2 Work is discontinued by producer before the contract period agreed under present agreement. In such case NSC shall take care of Hatchery Complex, Infrastructure and work.
  - 6.3 In case producer or his representatives indulge in criminal, anti-national or in such activities which are not in the interest of the NSC.
  - 6.4 In case producer make financial losses to NSC in the fish seed production venture.
  - 6.5 In case venture is not proved to be viable.
  - 6.6 In case of administrative directives of Government of India or concerned Statutory Authority.

## **Other General Terms & Conditions:**

1. For participation in tender, tenderer have to produce at least two Identity Proofs like election Id, Aadhar, Driving License, PAN card, Property document etc. If tenderer is owner or partner of firm or company, document, related to authorization, registration, TIN, financial status, and partnership details may be produced along with two IDs as mentioned above.
2. Tenderer should give his/her full address and contact no, email id etc. for future correspondences. NSC will not be responsible for any delay or none receipt of any letter/correspondence due to incomplete address or any postal issue.
3. NSC Farm authority reserves the right to reject or cancel the tender at any time without any notice or assigning any reason.
4. The company or person who is blacklisted /de-listed or declared insolvent in any case / tender/contract by any farm or offices of the NSC or who is declared insolvent by the court of law or civil administration or he/she is minor, such person or firm will not be considered eligible for participation in the tender. In case he/she has already participated in tendering by concealing such information, his/her tender / agreement/contract shall be terminated at any stage and his/her security money will be forfeited without giving any notice.
5. Tenderer after depositing tender shall have no right to take it back or change the quoted rates. The tender having illegible, incomplete information & attachments, details, inappropriate EMD amount of DD/bank transfer or any other shortcoming shall be rejected, without any further correspondence/information. The tender with conditions will not be accepted.
6. Producer shall abide with all relevant, fishery and civil and labour laws / Act /Government Orders, directives, declaration, laws including but not limited to as applicable and amended from time to time by the government.
7. Producer, his representatives or worker will not indulge, obstruct or intervene in any activity of the farm. They will not try to indulge activities like animal rearing or grazing, construction, or using farm resource or any other activity considered not in the interest of NSC farm. In such event the penalty deemed fit will be imposed upon him/producer by the NSC including charging for damage, forfeiting amount deposited by him/her, termination of work or even taking legal action against him/her in severe cases.
8. Producer shall provide the verified list to the NSC containing name of persons with parentage, complete address and contact/mobile Nos. of the representatives, persons/workers engaged by him for Fish Seed Production. NSC shall grant time bound permission to his/her manpower to enter in farm premises /area/site accordingly. However, NSC Management reserves the right to stop or forbid entry of any person in farm interest.
9. Producer shall have no right to sublet, re-let, rent, join associate or handover work to any third person or party without written permission of NSC Farm Management.
10. Producer shall bear and directly pay for all statutory taxes, levies, cess, permit etc on his own whichever and whatever is applicable in production and sale of Fish Seed. Copy of payment receipts shall be provided by producer to NSC



- 11.** NSC will provide water & electricity for the hatchery. In general conditions, water will be made available on priority as per requirement of hatchery. However, in the event of irregular canal flow, low water level, less availability of water, closure of canal, electricity failure, in the event of any civil administration order or in the spell of draught if there is any scarcity of water arises, NSC will not be held responsible for any loss and producer shall not make any claim, compensation or damage for such losses.
- 12.** Producer shall execute an Indemnity Bond on Rs.100/- stamp paper in favour of NSC that in case he/she commits any violation of relevant Government Laws, Directives, Orders of Statutory Authorities, Labour Laws, Tax evasion etc. or he/she does not fulfill any financial commitment towards any third party related to present agreement or not paying dues to any related person or manpower. In such event he/she will not make NSC a party. The Producer shall keep NSC harmless. In case any violation, misdeed of producer that caused loss to NSC or that affects the name and fame of NSC in any way or NSC is made responsible by any Court of Law or any Authorities, it shall be binding upon producer & shall indemnify NSC for all such damages and court expenses, other expenses along with any kind of penalties.
- 13.** The successful Tenderer shall be required to execute an agreement within 15 days of acceptance of the work offer, and therefore he shall arrange two stamp papers of Rs. 100/- each at his/her own. One for execution of agreement for the arrangement with NSC for Fish seed production & disposal work agreement and other for Indemnity Bond.

## **Arbitration**

In case of any dispute arises between NSC and the Fish Seed Producer due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions then it shall be binding upon parties to resolve issue under the provisions of Arbitration and Conciliation act 1996. Under this provision on the request of Party, Chairman cum Managing Director, National Seeds Corporation may appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve the dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The Court of Delhi shall have the Sub jurisdiction

# **NATIONAL SEEDS CORPORATION LTD.**

## **CENTRAL STATE FARM, JAWALGERA**

### **TECHNICAL BID**

Name of work : Operation & Production through Fish Hatchery Complex on  
Total Sale share between NSC & Fish Seed Producer

1. Name of Firm/ Contractor :

2. Address :

3. Registration No. of firm :

4. Pan Number :

5. Work Experience : \_\_\_\_\_ Years (02 Year experience in same field

with any Government / Reputed Organization).

6. Partnership Deed if Partnership firm:

7. Affidavit certificate that not black listed:

8. Identity Proof :

9. Address Proof :

# NATIONAL SEEDS CORPORATION LTD.

## CENTRAL STATE FARM, JAWALGERA

### FINANCIAL BID

<u>Name of work</u>	:	Operation & Production through Fish Hatchery Complex on Total Sale Sharing basis between NSC & Fish Seed Producer
<u>Site Location</u>	:	EPO Area
<u>Cost of Tender</u>	:	Rs. 1000/-
Earnest Money Deposit:		Rs. 50,000/-
<u>Period of contract</u>	:	02 Years
<u>Available Infrastructure</u>	:	i. Over Head water Tank-capacity 30KL ii. Spawning/Breeding Pool -02 no iii. Incubation pool – 04 no's iv. Office cum Store. v. Nursery Ponds 20X10 m – 10 no's vi Rearing Ponds-40X25 m -10 no.'s

Sr.No	Name of work	Total Sale Share offer for NSC Ltd. (%)	Total Sale Share of Fish Seed Producer (%)
01.	The work includes; Operation of fish hatchery complex situated at NSC CSF Jawalgera Production, Rearing and sale of fish seed.		

#### **General Terms & Conditions:**

1. The Competent Authority of the Farm reserves the right to accept or reject any or all tenders without assigning any reason what so ever and decision of the Corporation shall be final and binding on tenderers.
2. No conditional tender will be accepted i.e. any type of condition other than the conditions of tender document will not be accepted of any contractor.
3. Risk of Labour working at site will be of contractor and insurance of workers should be done before start of work.
4. Any statutory Taxes, Levies, Cess, Toll etc whatever applicable in Production and Marketing of Fish seeds shall be borne by the tenderer.