

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)
OFFICE: CENTRAL STATE FARM-JAWALGERA (RAICHUR)-584 143 (Karnataka)
(CIN NO: U 74899 DL 1963 GOI 003913)



E-TENDER NOTICE

**RENTING OUT FISH HATCHERY FOR PRODUCTION OF QUALITY FISH SEEDS
(FISH FRY & FINGERLINGS) ON CONTRACT BASIS**

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE

ON NSC e-Portal: <http://indiaseeds.eproc.in>

Cost of Tender document	Rs.590/- (Rupees Five Hundred Ninety Only Including 18% GST) (Non-Refundable)
Earnest Money Deposit	Rs. 50,000/- (Fifty Thousand only)
Tender Document Available For Online Submission	From 10.05.2022 at 10.00 Hours To 31.05.2022 at 15.00 Hours
Opening Of Tender (Technical Bid)	31.05.2022 at 15.30 Hours
Opening Of Tender (Financial Bid)	Immediately after evaluation of Technical Bid
Name & Address of the Authority	Head of the Farm, NSC, Central State Farm-Jawalgera, PO. Via Sindhanur, Raichur – 584 143
Telephone	+91-7337780403
E-mail	csf.raichur@indiaseeds.com
Website	www.indiaseeds.com
E-Tender website	https://indiaseeds.eproc.in

NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking)

CENTRAL STATE FARM, JAWALGERA

INDEX

Sl. No.	Particulars	Page No.
01	E-Tender Notice	03
02	Details of E-Tender	04
	PART- A	
03	Instruction to bidders- online mode	06-07
	PART- B	
04	Terms and Conditions for Fish Hatchery on Contract Basis	09-13
05	General Terms and conditions for Fish Hatchery on Contract Basis	14-16
06	Bank Guarantee	17-18
	TECHNICAL BID	
07	Form for Technical Bid	19
	FINANCIAL BID	
08	Form for Financial Bid	20

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING
Central State Farm Jawalgera T.Q.: Sindhanur, (Raichur)

No.CSF/JWL/4 (7-Fish)/Civil/2022-23

Dated: 09.05.2022

E-Tender Notice

National Seed Corporation Ltd., (Central State farm) Jawalgera, invited e-tender from experienced Fish Seed Producing and Fish rearing individuals/Firms for Outsourcing Fish Hatchery Complex for fish seed production on contract basis for 02 years.

Tender document/Form and Terms & Conditions of the tender can be obtained from online in Departmental website www.indiaseeds.com) from 10.05.2022 to 31.05.2022 till 03.00 pm by paying Rs. 590/- (Rupees Five Hundred Ninety only including 18% GST) through NEFT/RTGS. The Tender form required to be submitted along with Earnest Money Deposit of Rs.50,000/- through NEFT/RTGS only. The Tenders will be opened on 31.05.2022 at 3.30 pm at the office of Central State Farm Raichur. For any query, please contact Mr. Jagminder singh on Mobile No. 7337780403.

Farm Head

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

CENTRAL STATE FARM, JAWALGERA

Tq.Sindhanur, Dist.Raichur-584143

No.CSF/JWL/4 (7-Fish)/Civil/2021-22

Dated: 09.05.2022

DETAILS OF E- TENDER

The E-tenders are invited for renting out Fish Hatchery Complex for fish seed production on contract basis for 02 years from 01.06.2022 to 31.05.2024 on contract basis on or before 31.05.2022 up to 03:00 PM which will be open on dt. 31.05.2022 at 3:30 PM at NSC Ltd., CSF-Jawalgera, TQ-Sindhanur, Disst-Raichur, Karnataka -584143.

PARTICULARS	DETAILS
Name of the tender	Renting out Outsourcing Fish Hatchery Complex for fish seed production on contract basis for 02 years
Location	Central State Farm, Jawalgera, Tq.Sindhanur, Dist.Raichur, Karnataka – 584143
Tender Document Start Date / time from	10.05.2022, 10:00 AM
Tender Document End Date / time	31.05.2022 (Till 15.00 Hrs.)
Date and time for submission of bid	From 10.05.2022, 10:00 Hrs. to 31.05.2022 Till 15.00 Hrs.
Date and time of opening of Technical Bid and Price Bid via online mode	31.05.2022 at 15.30 Hrs
Tender Fee	Rs. 590/- (Rupees Five Hundred Ninety only including 18% GST)
EMD	Rs.50,000 (Rupees Fifty Thousand Only)
Address for Communication	National Seeds Corporation Limited, Central State Farm, Jawalgera, Tq.-Sindhanur, Dist.-Raichur-584143.
Clarification required if any the Contact Person is	Sh. Jagminder Singh Jr.Engg(civil) Mobile: 7337780403.

1. Tender without EMD and Cost of tender will be rejected.
2. The successful tenderer's EMD will be converted into security deposit.
3. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

Farm Head

PART– A.

NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking)

CENTRAL STATE FARM, JAWALGERA

INSTRUCTIONS TO 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>.

I. 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 under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- 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. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37, nsclsupport@c1india.com.**
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

1) **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.

Page 6 of 19.

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.

2) 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.

3) OPENING 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.

4) DISCLAIMER:

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

PART –B.

NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking)

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** Tq Sindhanur Dist:Raichur.

1. 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 Farm Head, National Seeds Corporation Ltd., 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 1st June 2022 to 31st may 2024 (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 NEFT/RTGS will have to be submitted with the tender. EMD will be refunded to unsuccessful tenderers without interest within three months after opening of Tender, through Bank Transfer. The EMD of successful tenderer will be adjusted as part of Security Money.
- 3.2 The Security Money Deposit of Rs. 1.00 Lakhs (Rs. One lakhs only) inclusive of EMD will be deposited inform of Insured Security bond, or Account payable Demand draft or Bank guarantee form in any of the commercial bank or payment online in acceptable form by the successful tenderer within fifteen 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 markets 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 01st June 2022 to 31th may 2024) 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, and 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.

- 6.1 NSC reserves full right to terminate the agreement at any time during the period of this Agreement, in cases, which inter-alia includes:
- 6.2 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.

- 6.3 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.
- 6.4 In case producer or his representatives indulge in criminal, anti-national or in such activities which are not in the interest of the NSC.
- 6.5 In case producer make financial losses to NSC in the fish seed production venture.
- 6.6 In case venture is not proved to be viable.
- 6.7 In case of administrative directives of Government of India or concerned Statutory Authority

NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking)

CENTRAL STATE FARM, JAWALGERA

GENERAL TERMS & CONDITIONS FOR FISH HATCHERY

The terms & conditions for operation of Hatchery for fish seed production at Central State Farm, **Jawalgera** Tq Sindhanur Dist:Raichur.

A. ADVICE FOR BIDDERS:

The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in tender document.

B. Tender Fee (Non-Refundable):

Tender fee Rs. 590/- (Rupees Five Hundred Ninety only) must be deposited in as per instruction in Tender Document.

C. Earnest Money Deposit (Refundable):

EMD amount 50000/- (Rupees Fifty Thousand only) must be deposited before due in online mode only (As per instruction in Tender Document). Exemption of EMD for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers / suppliers who are Micro, Small and Enterprises (MSME) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme having udyog aadhar are exempted from payment of EMD provided to furnish photocopy of valid registration with NSIC under the single point registration scheme for the quoted stores in support of claim along with their requested letter. This facility will, however, not be provided to those small-scale units who are registered under the old registration scheme which was extended up to 30th June 1981 only. (Registration certificate to be attached.)

D. Submission of Offer:

Offer must be submitted in prescribed tender input form in Online. Only those parties should participate in tender who accept all the terms & conditions because conditional tender may be treated as void.

E. BID OPENING AND EVALUATION:

Bids will be open in Online (As per instruction in Tender Document).

F. AWARD OF CONTRACT:

The technical bid will open first and based on the information committee will scrutinize the bid submitted and evolve the successful bidder for financial bid. Purchase / sale committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a

presentation, along with other parameters.

G. Notification of award:

Prior to the expiration of the period of bid validity Selection Committee will place a firm order or notify the successful Bidder in writing.

H. Cancellation of Work order:

The Corporation does not bind itself to accept the lowest or any other tender and reserves the right to reject the whole tender or part thereof without assigning any reasons thereof.

The other terms and conditions are as:

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, GSTIN, 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, constriction, 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 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. 500/- 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 any dispute arises between NSC and the other party 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 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The Court of Delhi shall have the jurisdiction.

FORM OF PERFORMANCE SECURITY/SECURITY DEPOSIT (GUARANTEE)

BANK GUARANTEE BOND

In consideration of the **National Seeds Corporation Ltd** , Central state farm Jawalgera (hereinafter called _____ **Corporation**) to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the Contractor") for the work_____ (hereinafter called the said agreement) (Rs.----- having agreed to production of an irrevocable Bank Guarantee for Rs.----- --) as a security/guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We----- (hereinafter referred to as the „the Bank) hereby undertake to pay the Corporation an amount not exceeding Rs.----- (Rs.-----) on demand by the Corporation.

2 We,----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rs. ----- only.)

3 We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4 We----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We----- (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission.

On the part of the Corporation any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7 We----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8 This guarantee shall be valid up to ----- unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.---- (Rs._-----) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of bank)

NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking)

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. E.M.D :As per tender Rs. 50,000/- (Rs. Fifty Thousand only)

UTR No. _____ Dated _____

Self-attested Documents has also to be attached in support to the following details:

4. Registration No. of firm (if applicable) : _____
5. Pan Number : _____
6. GSTIN No. (If applicable) : _____
7. Work Experience (if any) : _____ Years (related documents)
8. Name and addresses of the Bank with IFSC/Account no.: _____
9. Identity Proof (as per tender documents) : _____
10. NSIC/MSME Certificate No. (if applicable): _____
11. Udyog Aadhaar No. (if applicable) : _____
12. Address Proof (as per tender documents)
13. Partnership Deed if Partnership firm
14. Authorization letter in case of partnership firm/company
15. Latest Affidavit certificate that not black listed on non judicial stamp paper

Declaration: I have read and understood all the terms and conditions of the tender and agreed upon to execute the work as per terms and conditions. All the documents provided in support to tender by me / our firm, are declared to be true.

Signature of Tenderer

NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking)

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. 590/- (Including 18% GST)
<u>Earnest Money Deposit:</u>		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 EMD will be submitted in online mode at the time of tender in the form of NEFT/RTGS.
2. 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.
3. 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.
4. Risk & liability of Labour working at site will be of contractor and insurance of workers should be done before start of work.
5. Any statutory Taxes, Levies, Cess, Toll etc whatever applicable in Production and Marketing of Fish seeds shall be borne by the tenderer.

Name & Signature of Contractor