



TAMILNADU FISHERIES DEVELOPMENT CORPORATION LIMITED
Integrated Office Complex for Animal Husbandry & Fisheries Department
No.571, 4th Floor, Anna Salai, Nandanam, Chennai – 600 035.

R.C.No.2135 / S4 /2019

Date: 25.10.2023

NOTICE INVITING TENDER

FOR

Sl.No	Name of the Work
1.	Leasing of Sea Weed Processing Plant facilities at Mandapam for a period of Three years.

Form of Contract: Lumpsum Rate Quote (Two cover system)

Sealed Tenders are invited for the Leasing of **Sea Weed Processing Plant facilities at Mandapam**. The bid documents will be available up to 05.45 P.m. on 21.11.2023. The bid document can be downloaded from the www.fisheries.tn.gov.in The Cost of Tender and Earnest Money Deposit to be remitted in favour of The Managing Director, TNFDC Ltd., Chennai – 600 035 by means of Demand Draft and should be furnished along with technical bid of Tender.

Any additional / further details and conditions related to these works can be had from the office of the Tamil Nadu Fisheries Development Corporation Limited, Chennai – 600 035.

Important dates for Submission:

1.	Last date and time for downloading bid documents	21.11.2023 – 05.45 P.m.
2.	Last Date and time for submission of bid document	22.11.2023 – 03.00 P.m.
3.	Date and time of opening of the tender	22.11.2023 – 03.30 P.m.

Sd./-MANAGING DIRECTOR



BID DOCUMENT FOR
LEASING OF SEA WEED PROCESSING PLANT
FACILITIES AT MANDAPAM

(FOR A PERIOD OF THREE YEARS)

Tamil Nadu Fisheries Development Corporation Limited,
Integrated Office Complex for Animal Husbandry & Fisheries Department,
No.571, 4th Floor, Anna Salai, Nandanam, Chennai – 600 035.
Phone : 044 – 2436 4908, 2436 4901 Fax: 2436 4904
E-mail : tnfdcho@gmail.com

TAMIL NADU FISHERIES DEVELOPMENT CORPORATION LIMITED

Integrated Office Complex for Animal Husbandry & Fisheries Department,
No.571, 4th Floor, Anna Salai, Nandanam, Chennai - 600035.

No.2135/S4/2019

Dated: 25.10.2023

The Managing Director, TNFDC, invites sealed tenders to lease out the Sea Weed Processing Plant facilities at Mandapam from the Individual/ Agencies/ Firms having valid Registration Certificate, GST Registration and PAN Card number and having experience in similar line of business.

Prequalification Criteria:

- i) Certification of registration of Company / tenderer if any, in form of individual /Private / Public/ Partnership firm etc.,
- ii) Income Tax Clearance Certificate, Income Tax filed acknowledgement and Balance Sheet for last 3 financial years.
- iii) Should have preferable experience in the field relevant to Sea Weed Processing etc.,

Schedule of tender:

1. Sale of tender documents: up to 05.45 p.m. on 21.11.2023.
2. Last date for submission of tender documents: up to 03.00 p.m. on 22.11.2023
3. Opening of tenders: at 03.30 p.m. on 22.11.2023.
4. Pre Bid Meeting at 3.00 p.m. on 14.11.2023

Note: In case, the tender opening day happens to be holiday due to any unforeseen circumstances, the tender will be opened on the next working day at the same time and venue.

Tender documents can be obtained from the Managing Director, TNFDC Ltd., Integrated Office Complex for Animal Husbandry & Fisheries Department No.571, 4th Floor, Anna Salai, Nandanam, Chennai -600 035. A fee of Rs.525/- (Rupees five hundred and twenty five only) including GST @ 5% towards the cost of the tender document, along with the Earnest Money Deposit (EMD) Rs.25,000/- may be enclosed in the form of separate Demand Drafts drawn in favour of the Managing Director, TNFDC Ltd.

The TNFDC administration will not be responsible for any postal delay or loss of the form in postal transit. The tender document shall also be downloaded from the Fisheries Department Website (www.Fisheries.tn.gov.in).

The successful tenderer has to remit security deposit in the form of 'Bank Guarantee' for a sum equivalent to the contract value and take up the Sea weed processing plant within 15 days of the date of acceptance of the tender.

The Technical Evaluation Committee will assess the ability of the agencies to render the requisite qualifications based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.

The bidders are requested to submit EMD and cost of the document along-with the attested copies of valid Registration Certificate, Pan-Card and up-to date Goods and Service Tax details along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.

Submission of more than one tender paper by a tenderer for a particular work will render the bid liable for rejection. The tenderer may assess about the nature and quantum of work before quoting their rate.

Tenderers or their authorized representative may be present at the time of opening of the tender, if they so desire. Late, delayed incomplete tenders or with insufficient EMD and other documents will be summarily rejected.

MANAGING DIRECTOR

TERMS OF REFERENCE FOR
LEASING OUT THE SEA WEED PROCESSING PLANT
FACILITIES AT MANDAPAM (FOR A PERIOD OF THREE YEARS)

1. Sealed Tenders are invited by the Managing Director, Tamil Nadu Fisheries Development Corporation Ltd, Chennai up to 3.00 P.M. on 22.11.2023 for leasing the Sea Weed Processing facilities available with production capacity of 0.25 Ton Sap at Mandapam in **“as is where is condition”** for a period of 3 years from the date of handing over of the facilities with 10% increase in the annual lease amount for the subsequent years.
2. The production capacity of 0.25 MT Sap and other units mentioned for leasing of Sea Weed Processing Plant at Mandapam facilities offered above are based on the installed capacity at the time of commissioning and the Tamil Nadu Fisheries Development Corporation Limited does not guarantee the installed capacity. For any short fall in the output due to lesser efficiency of the machinery or any other cause at any time, the Corporation is not in any way responsible. The tenderer should quote their rates for taking the facilities of Processing Plant on lease in **“as is where is condition”**.
3. Facilities proposed to be leased out should be utilized for Processing of Sea Weed only and not for any purposes and should be in accordance with the regulations of the authorities concerned and Local governing (Mandapam Town Panchayat) authorities etc.
4. The tender should be sent in a sealed cover addressed to the Managing Director, TNFDC Ltd., Integrated Office Complex for Animal Husbandry & Fisheries Department, No.571, 4th Floor, Anna Salai, Nandanam, Chennai – 35 and should be superscribed **“Tender for taking on leasing of Sea Weed Processing Plant at Mandapam.”**

5. While submitting tenders, the tenderers should certify that they have read and fully understood the terms and conditions and they will abide by the same without seeking any further clarifications.
6. The tenders will be opened at O/o the Managing Director, TNFDC Ltd., Integrated Office Complex for Animal Husbandry & Fisheries Department No.571, 4th Floor, Anna Salai, Nandanam, Chennai – 35 at 3.30 P.M. on 22.11.2023 in the presence of such of the tenderers or authorized representatives (in writing) who may be present.
7. The tender should be accompanied by the Tender cost and Earnest Money Deposit of Rs.25,000/- (Rupees twenty five thousand only) by means of crossed demand draft in favour of the Managing Director, Tamil Nadu Fisheries Development Corporation Limited, Chennai. Other types of remittance will not be accepted.
8. Each tender should contain the following certificate and bear a date subsequent to the date of publication of this tender notice.
 - i) Certification of registration of Company / tenderer if any, in form of individual /Private / Public/ Partnership firm etc.,
 - ii) Income Tax Clearance Certificate, Income Tax filed acknowledgement and Balance Sheet for last 3 financial years.
 - iii) Should have Preferable experience in the field relevant to Sea Weed Processing etc.,
9. The tenderer should quote the annual lease amount for utilizing the facilities subject to the following conditions:
 - a) If a tenderer withdraw his/her tender after it is accepted, his/her tender deposit and his/her Security Deposit/Earnest Money Deposit if any will also be forfeited by the Corporation. Further, for all the losses sustained by the Tamil Nadu Fisheries Development Corporation on account of the withdrawal of the tender by the successful tenderer, the successful tenderer shall reimburse all the losses to the lessor till alternate arrangements are made.

- b) The successful tenderer will be required to furnish a security deposit equal annual lease amount in the form of demand draft and execute an agreement of lease deed on stamped papers embodying the terms and conditions for the faithful performance of the contract and get it registered at his/her cost within 15 days from the date of intimation of acceptance of his/her tender. The Sea Weed Processing Plant will be handed over only after the lease deed in the prescribed form is executed and registered by the tenderer. Failure to execute the leased deed and get it registered within 15 days will entail cancellation of the offer of the lease and also for forfeiture of E.M.D. of Rs.25,000/- paid. No interest will be paid for the security deposit remitted by the successful tenderer. EMD adjustment;
- c) The successful tenderer shall pay the first annual lease amount within 7 days from the date of receipt of communication of acceptance of tender. The subsequent lease amount shall be paid annually one month in advance of the commencement of the subsequent years subject to the condition that there should be 10% increase in the lease amount every year on the principal amount.
- d) The lease shall be for a period of 3 years commencing from the date of handing over of the plant by the Tamil Nadu Fisheries Development Corporation to the successful tenderer.
- e) The successful tenderer should pay all the prevailing taxes and surcharge as applicable in addition to the lease amount. The successful tenderer should also pay the statutory taxes, surcharge, land rent etc. The successful tenderer should pay any statutory levy imposed by the Government or local bodies on a later date, covering the period of lease, even if the claim is communicated to him/her after the termination of determination or expiry of the lease period.

- f) The successful tenderer will be required to pay the lease amount annually one month in advance of the commencement of the subsequent years and if the successful tenderer commits default in the payment of any of the amount due to Tamil Nadu Fisheries Development Corporation Limited as stipulated herein above, interest shall be payable at 24% per annum on the outstanding amount, which includes the amount payable if any pertain to this Sea Weed Processing Plant etc.
- g) The successful tenderer shall engage skilled fisher women SHG members for operating the plant except for technical works.
- h) The successful tenderer shall not assign and sublet or make over the use of facilities and the premises to anyone and if the successful tenderer undertakes any such acts or attempts/activities, the lease will be terminated forthwith and a penalty of 20% on the annual lease amount will be levied, if such activity is brought to notice of the lessor.
- i) The Tamil Nadu Fisheries Development Corporation Limited cannot be held responsible for the non-utilisation of Sea Weed Processing Plant by the successful tenderer of any reason. Whenever any additional facilities or additional capacity is provided to the plant or complex by the Tamil Nadu Fisheries Development Corporation Limited, the lease amount is liable for revision upward and the successful tenderer shall pay the revised lease rent from the date of provision of such additional facilities or additional capacity.
- j) No addition or alternation to the premises and machinery shall be made by the successful tenderer even at his cost or by any other method without the consent of the Tamil Nadu Fisheries Development Corporation Limited in writing. The Tamil Nadu Fisheries Development Corporation Limited is entitled to take over any additional or improvements to the building or plant in the

complex without paying compensation to the successful tenderer for the same, if such additions or improvements were carried out with the consent of the Tamil Nadu Fisheries Development Corporation Limited. The Tamil Nadu Fisheries Development Corporation is liable to levy penal charges of 25% of the assessed value/cost of addition or improvements to the existing vacant building in the complex in addition to taking over the additional/improved facilities without any compensation, if such addition or improvements were carried out without written consent of the Tamil Nadu Fisheries Development Corporation Limited.

- k) i. The successful tenderer should make his/her own arrangement to provide necessary power connection and also for the provision of water in the event of the present supply being found inadequate or found unsuitable at any time during the period of lease in case of both in power & water.
- ii. All electricity and water charges will be paid by the successful tenderer as per the rate charged by the Electricity Board, Corporation or Local body concerned for the operation of the leased out facilities. The successful tenderer shall also pay any additional levy or charges, claims, penalty or other charges including short collection for the electrical energy or water supply being imposed by the authorities concerned covering the period of lease, even such claims are communicated to the successful tenderer after the termination or expiry of the lease period.
- l) The successful tenderer should bear all the operational and maintenance cost of the generators including repairs, if any installed by the lessee.
- m) (i) the successful tenderer should pay for all repairs and also for damages caused during the period of lease to the building including equipments, electrical, water and sanitary fittings of the facilities leased out to him.

(ii) All expenditures on building, equipments, water and sanitary fittings of the leased out facilities during the period of lease shall be borne by the successful tenderer only. Tamil Nadu Fisheries Development Corporation Limited is not liable to pay or reimburse the expenditure incurred by the successful tenderer towards repair charges to the facilities leased out during the period of leased.

n) i) The successful tenderer should make his/her own arrangement for the approval of the related fisheries activities by the authorities concerned, Pollution Control Board and Local Government bodies etc. for the operation of Sea Weed Processing plant leased out to the successful tenderer. All necessary factory licence for use of boilers should be obtained by the lessee from the competent authorities. The Sea Weed value added products production details to be shared to the Fisheries & Fishermen Welfare Department & TNFDC Ltd., by the successful tenderer.

ii) The damage caused to the persons employed or the persons who are entitled to be in the said unit as may be permitted either by the lessor or by the lessee or the property of the said persons should be borne only by the successful tenderer. No claim in this regard as may be imposed by any court of Law under the provision of any act including the third parties risk shall be entertained by the Tamil Nadu Fisheries Development Corporation Limited, if such claim is made pursuance of any award of any Court of Law. The labour laws in force to be strictly adhered by the lessor for labourers engaged for operations of Sea Weed Processing Plant.

iv) The successful tenderer should look after the day to day maintenance of plant & machinery and any other item required for the operation of plant & machinery should be purchased by him at his own cost.

- o) If the successful tenderer happens to be a company or a firm, it will be required to produce the copy of the Memorandum and Articles of Association certified by the Managing Director or Chief Executive or original partnership deed and all other relevant documents in original about the formation of the company or firm for perusal and verification.
- p) Without prejudice to the foregoing and notwithstanding anything contained in this tender notice, the successful tenderer agrees that, if any dislocation of business is caused, as a result of any breakdown or defect of the machinery or failure of electricity or any other similar unforeseen causes, the successful tenderer shall not be entitled to claim any amount from the Corporation and bear the consequent loss, if any caused thereby and the tenderer shall not be entitled for any compensation whatsoever on account thereof.
- q) In the event of breach of any of the conditions of lease by the successful tenderer, in any manner, it shall be lawful for the Tamil Nadu Fisheries Development Corporation Limited at their option, without any further notice to declare the terms of lease as terminated to re-enter the premises or any part thereof and repossess the same and enjoy it.
- r) (i) Either of the parties will have an option to terminate the lease after giving three (3) months clear notice. The lease amount, and other charges covered by the lease should be paid by the successful tenderer for the notice period also.
- (ii) If the successful tenderer terminates the lease, otherwise than under the provisions of the above clause 8 (q), the Tamil Nadu Fisheries Development Corporation will have the right to forfeit the Earnest Money Deposit and Security Deposit furnished by him/her and in addition to claim damages for losses arising out of such termination till alternate arrangements are made.

- s) The successful tenderer should strictly abide by the rules and regulations under the Factories Act and other statutory regulations under the relevant Labour and Industrial enactments applicable to the case.
- t) The successful tenderer should at all times permit the Tamil Nadu Fisheries Development Corporation officials or its representatives to enter the premises and inspect the activities etc, and also the operations carried on by the successful tenderer, so that the Tamil Nadu Fisheries Development Corporation Limited may be satisfied that the successful tenderer is acting according to the terms of the lease agreement.
- u) The successful tenderer shall be responsible for damages caused due to the existing facilities or building or any other asset due to the fault of the successful tenderer and such loss shall be made good by the successful tenderer. The building, equipment and other accessories such as electrical wiring, piping and other instruments must be handed over back to the Tamil Nadu Fisheries Development Corporation Limited on termination/determination of lease in good running condition subject to normal wear and tear.
- v) That if any part of the rent hereby reserved shall at any time be in arrears for two months, whether demanded or not or if the lessee shall neglect or fail to observe any of the stipulations on its part herein contained, the Tamil Nadu Fisheries Development Corporation Limited may at any time thereafter re-enter the demised premises or any part thereof and thereupon the lease shall absolutely determine but without prejudice to the right of action or remedy.

10. If any dispute arises in this regard to the above tender, the court which shall have jurisdiction to adjudicate upon the same shall be the court in the city of Chennai only.
11. In the case of unsuccessful tenderers, the Earnest Money Deposit furnished by them will be refunded to them & no interest will be given for the same.
12. Debtors of this Corporation are not eligible to participate in the tender unless and otherwise they clear the dues before submitting the tender.
13. While sending the tenders, the tenderers shall state that they have understood and accept the above conditions and without such acceptance the tender shall not be considered.
14. Tenders of those persons who do not purchase the tender document will not be considered.
15. The Managing Director, Tamil Nadu Fisheries Development Corporation Limited reserves the right to reject all or any of the tender without assigning any reason for so doing.

Sd./-MANAGING DIRECTOR

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Tenderer with Seal

Name :

Designation :

Address :

Phone No. :

CHECKLIST OF DOCUMENTS SUBMITTED

Sl. No.	Documents to be submitted	Submitted	Not submitted	Remarks
	Copy of Registration of firms			
	Copy of Income Tax Return for last 3 years			
	Copy of GST Registration			
	Copy of PAN/TAN Card			
	Proof of experience			
	Details of EMD deposited			
	Details of Cost of bidding document			
	Copy of VAT Certificate.			
	Last 3 years audited statement from Chartered Accountant			
	Rate quoted complies with the Minimum Wages Act of Govt. of India(Central Govt.) with all other statutory provisions			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date

ANNEXURE - I

PROFORMA FOR TECHNICAL BID

Sl. No.	Particulars	To be filled in by the tenderer
1	Name of the Tenderer	
2	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the tenderer	
4	Detailed office address of the tenderer with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5	PAN/TAN Number(copy to be enclosed)	
6	GST Registration Number (copy to be enclosed)	

7	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard.)	
8	Length of experience in the field	
9	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the tenderer.)	
10	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
11	Whether tenderer profile is attached?	
12	List of other clients	

(To be kept inside sealed Price Bid cover separately)

ANNEXURE - II

PROFORMA FOR FINANCIAL BID

Proforma for submission of rate on annual basis excluding all Taxes and charges applicable as lumpsum for taking on leasing of Sea Weed Processing plant at Mandapam.

Sl. No.	Description	Amount in Rs.
1	Sea Weed Processing plant at Mandapam	

Signature of Bidder