

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.

1. Parties:

- 1.1. National Seeds Corporation Ltd, New Delhi, a Government of India Undertaking, having its Registered office at Beej Bhawan, Pusa Complex, New Delhi-110012 (here in after referred to as 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.
- 1.2. The successful Tenderer, who intend to undertake Fish Seed Production in Fish Hatchery complex of NSC, Central State Farm, Jawalgera for the period **01.08.2024 to 31.07.2027 (3 Years)** (herein after called the Fish Seed Producer or Producer) on the other Part.

2. Now the work arrangement is as here under:

- 2.1. Whereas the NSC wants to implement fisheries development at its farm, therefore desires to collaborate /engage Fish Seed Producer having at least 02 years 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 Indian major carps and exotic carps.
- 2.3. Whereas, Fish seed producer (Tenderer) is agreed to undertake quality fish seed production in Fish Hatchery complex of, Central State Farm, Raichur (Jawalgera) with complete responsibility for sale of fish seed produced during the agreement period. The total value earned from the sale of fish seed will be that of the fish seed producer. NSC will not be held responsible for any loss incurred to the producer from fish seed sale and producer shall not make any claim, compensation or damage for any such losses. 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/- (Rupees Fifty thousand only) through **Demand Draft /RTGS/ NEFT** will have to be submitted with the tender in the favour of NSC. EMD will be refunded to unsuccessful tenderers without interest after successful finalization of Tender, through bank transfer and after deposit of Security Money Deposit, EMD of successful bidder will be refunded.
- 3.2. The Security Money Deposit of **Rs. 2.00 Lakhs (Rs. Two lakhs only) has to be deposited by the successful tenderer within seven days of issue 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 Competent Authority and will be deducted **from Security Money.** In the event of 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 Money Deposit 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 the

available Brood Stock will be handed over / provided to technical qualified tenderer for fish seed production work at the maximum quoted bid rate where quoted amount should not be less than **Rs. 3.00 lakhs** per year in four equal installments. The first installment of quoted rate will have to be paid by the successful tenderer/ Fish Seed Producer within seven days of issue of work offer i.e., along with Security Money Deposit and subsequent installments at 90 days interval. **The Maintenance of Brood stock will be the responsibility of the fish seed producer at his own cost (Brooder stock either provided by NSC or arranged by fish seed producer).** In case it is not possible or feasible to arrange /rear Brood stock due to water crisis or other reasons, NSC may allow Fish Seed Producer to arrange Brooder Stock or ready spawn directly from authentic /verified source, for production of fish seed (Fry/ Fingerlings) under intimation to NSC and in presence of NSC officer. However, quality of fish seed production shall be ensured by the Fish Seed Producer. 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 will bear all operational cost, including electricity charges 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, fish seed producer will also reimburse farm for availing any extra facility/farm machinery/generator or other 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. The fish seed producer 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 in consent with the NSC officials and NSC shall have the right to monitor sales of the fish seed and other in respect of all quantitative and qualitative details.**
- 3.5 On commencement of sale, producer will arrange regular marketing/disposal of produced Fish seed (Fry or Fingerlings) **under the brand name of NSCL and will maintain necessary documents with proper** record keeping in regards to all quantitative and qualitative details. NSC shall have right to keep a copy of the records and monitor sales for administrative purpose.
- 3.6 The Fish 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, fish seed producer shall be responsible to take prior permission from NSC in writing signed by the Authorized Official.
- 3.7 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.
- 3.8 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 for features of Security & EMD and even termination of contract and the tenderer shall indemnify NSC for all such losses caused because of their act.
- 3.9 The rate of fish seeds will be decided by the NSC Farm committee based on the prevailing rates in consultation with the fish seed producer.
- 3.10 The initial agreement between fish Seed Producer and NSC will be made for **3 years (from 01.08.2024 to 31.07.2027)**. 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. Fish seed producer 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. The producer shall also be responsible to produce the details of his / her own assets.
- 4.4 Fish Seed Producer will share his/ her expertise & experience in fish hatchery operations and marketing with the NSC officials and fish producers and if required by NSC, producer shall participate in various training programs.
- 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/ labour 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/her 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. Producer 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 NSC has the option to discontinue the contract.
- 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 fulfill the procedural requirement to enable the smooth running of the project.
- 5.3 The NSC may 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 The NSC may supervise entire process of production up to sale of quality Fish Seeds.
- 5.6 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 either arranged by NSC or Fish Seed Producer at his /her own cost. The Producer shall be solely responsible for its proper rearing and maintenance.
- 5.7 NSC will not be held responsible for any loss incurred to the producer due to loss of Brood Stock as a result of poor maintenance and producer shall not make any claim, compensation or damage for any such losses.
- 5.8 **Verification of Brooder stock will be done by NSC's officers at the both time i.e., at the time of handed over to producer by NSC and at the end of agreement.**

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:

- a) 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.
- b) 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.
- c) In case producer or his representatives indulge in criminal, anti- national or in such activities which are not in the interest of the NSC.
- d) In case producer make financial losses to NSC in the fish seed production venture or does not pay quoted rates on bid.
- e) 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, GSTIN, financial status, and partnership details maybe 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 non 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 tenders 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/ her 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 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.500/- 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 issue of the work offer, therefore he shall arrange two stamp papers of Rs. 500/- each at his/her own cost. One is for execution of agreement for the arrangement with NSC for production & marketing of Fish Seed and other for Indemnity Bond.
- 14) **Amendment:** No amendment of any provision of the Agreement shall in any event be effective unless the same has been agreed and made in writing by both the parties.
- 15) **Waiver:** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party.
- 16) **Entire Understanding:** This agreement contains the entire understanding between the parties and supersedes all prior or contemporaneous oral or written agreements, commitments understanding or communication with respect to the subject matter thereof.
- 17) **Jurisdiction of court:** In the event of any further dispute after conciliation / arbitration relating to or arising out of this agreement between the parties, the same shall be settled by the Competent Court at Delhi/ New Delhi.
- 18) **Notices:** Any notice to be given under this agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due, addressed to the Parties. Any change in addresses will be duly notified by the Parties to each other from time to time.

- 19) **Effective Date & Validity:** This agreement shall come into force as soon as it is signed for all purposes and intents for a period of Years.
- 20) **Renewal Clause:** The term of this Agreement shall be before years from the date of entering into the agreement. The same shall be automatically renewed for successive, additional year terms or as mutually decided by the parties unless either party delivers written notice to the other at least days prior to the end of any term of an intention to terminate this Agreement or to renew it.
- 21) **Force Majeure:** Neither Party shall be held responsible for non- fulfillment of the irrespective obligations under this Agreement due to the occurrence of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, storms, strikes, lockouts, change in law, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events the affected party thereby shall give a notice in writing to the other parties within 15 days of such occurrence or cessation. Parties shall then mutually work out the future course of action.
- 22) If any legal implication arises due to the marketing of fish seed by the fish seed producer, the producer shall be liable for all the consequences of the legal proceeding/expenses/court cases Initiated against NSC.

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 remain 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 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.



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NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

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GST No.: 29AABCN8973F1Z0



No. CSF/JWL/4-7(Fish)/Prodn/2024-25

Date: - 09.07.2024

Tender Notice

It is informed that National Seeds Corporation Ltd., Central State Farm Jawalagera, desires to outsource Fish Hatchery Complex established at CSF Jawalagera for a period of **3 years** (from 01.08.2024 to 31.07.2027). i.e., for production and sale of quality fish seed (Fish fry & Fingerlings).

For this purpose, sealed tender are invited from experienced Fish Seed Producers/ Firms/ Groups/ FPOs/ Companies. The Fish Hatchery Complex may be outsourced to the successful tenderer on the basis of highest annual bid quoted by the tenderer. Tender documents/Form and Terms & Conditions of the contract can be obtained from Farm office on any working days from **09.07.2024 to 30.07.2024** by paying **Rs. 590/-** through DD or cash. Tender documents can also be downloaded from Departmental website www.indiaseeds.com. In this case the tender fees will have to be paid in the form of DD with tender offer. The demand draft should be drawn in favour of National Seeds Corporation Limited. The Tender form required to be submitted along with Earnest Money Deposit(EMD) of **Rs. 50,000/-** (Fifty thousand only) through Demand Draft / RTGS/ NEFT. The identity, address proof and other documents required as per Terms & Conditions should also be attached with the tender offer. The Tender will be opened on **30.07.2024 at 3:00 PM** at the office of NSC- CSF Jawalagera.

General Manager (Production)

AGREEMENT

This agreement is executed on dated _____ between Farm Head, Central State Farm, Jawalgera (Herein after called the first party).

AND

Sh. /Smt. _____ s/o Sh. (Here is called the second party).

Aadhar Card No.

Age _____ Years, Occupation _____ Village

Post _____ Taluka

District _____ State _____ Pin _____

Mobile No. _____

Bank Account No. (Linked to Aadhar) _____

Name of Bank Branch _____ Code No.

To outsource Fish Hatchery Complex established at, for a period of three year i.e., from 01.04.2024 to 31.03 2027 for production and sale of quality fish seed (Fish fry & Fingerlings).

Note: The Terms and Conditions for operation of hatchery for Fish Seed production at Central State Farm Jawalgera is attached

(First Party)

(Second Party)

Witness

(Signature/Name/Address)

Witness

(Signature/Name/Address)

NATIONAL SEEDS CORPORATION LIMITED
(A Govt. of India undertaking) CENTRAL STATE FARM, Jawalgera

FINANCIAL BID

Name of work: Operation & Production through Fish Hatchery Complex (Out Source basis)

Site Location : NSC CSF Jawlagera
Cost of Tender : Rs. 590/-
Earnest Money Deposit : Rs.50.000/-
Period of contract : 03 years

SI No.	Name of Work	Annual charge payable to NSC (Rs.)
1	Operation of Fish Hatchery Complex, Production Rearing and Sale of Fish seed (Outsource Basis)	

Terms and Conditions:

1. The EMD will be submitted at the time of tender in the form of NEFT/RTGS/DD.
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.

Note: The Fish Hatchery with infrastructure and available Brood Stock will be handed over to technical qualified tenderer for fish seed production work at the maximum quoted bid rate where quoted amount should not be less than Rs. 3.00 lakhs per year in four equal installments. The first installment of quoted rate will have to be paid by the successful tenderer/ Fish Seed Producer within seven days of issue of work offer i.e., along with Security Money Deposit and subsequent installments at 90 days interval.

Name & Signature
(Fish Seed Producer/Contractor)

NATIONAL SEEDS CORPORATION LTD.
(A Govt. of India undertaking) CENTRAL STATE FARM, Jawalgera

TECHNICAL BID

Name of work: **Operation & Production through Fish Hatchery Complex (Outsource Basis)**

1. Name of Firm/ Contractor :
2. Address :
3. E.M.D : Rs.50,000/- (Rs. Fifty Thousand only)
4. DD No . _____ Dated
5. Bank and Branch drawn at : _____ attached

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

6. Registration No. of firm (if applicable) :
7. Pan Number :
8. GSTIN No. (If applicable) :
9. Work Experience (if any) : _____ Year (02years experience*in same field with any Government/Reputed Organization/ FPOs/ Individual Fish Rearer (Farmers)/ Co - operatives). *Experience Certificate in case of individual fish rearer (farmer) should be issued by Surpunch / Gram Pradhan/ Chairman of Nagar Palika.
10. Name and addresses of the Bank with IFSC/Account no.:
11. Identity Proof (as per tender documents) :
12. NSIC/MSME Certificate No.(if applicable) :
13. Udyog Aadhaar No. (if applicable) :
14. Address Proof(as per tender documents) :
15. Partnership Deed if Partnership firm :
16. Authorization letter in case of partnership firm/company :
17. Affidavit certificate that not blacklisted. :

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