



KARNATAKA FISHERIES DEVELOPMENT CORPORATION LTD.,
(A Government of Karnataka Undertaking)
Regd. Office : Hoige Bazar, Mangalore - 575 001.

✉ E-Mail: kfdcixe@yahoo.com

☎ Phone - (0824)-2421281/82

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TENDER NOTIFICATION No/1/KFDC/Bellary/LICENCE/2021-22

Dated : 20.04.2021

CORIGENDUM-3

KFDC invites sealed tenders for licensing of **MATHSYADHARSHINI FISH SALES RETAIL OUTLET AND FISH RESTAURANT** at **BELLARY CITY** for a period of 5 years from bidders having experience in Fish marketing and restaurant field to Operate, Maintain and Transfer (OMT) basis.

SI No	Name & address of the Unit	EMD	Cost of the tender form
1	MATHSYADHARSHINI FISH RETAIL OUTLET AND FISH RESTAURANT Office of the Deputy Director Of Fisheries, Hosapete Road, Bellary	Rs.10,000/-	Rs.1,000/- (GST Extra)

Date for issue of Blank Tender Form : 21.04.2021 to 27.07.2021 (upto 5.00 PM)

Last Date for accepting the Filled Tender Form : 28.07.2021 (upto 4.30 PM)

The date and place of opening the Tender Form : 28.07.2021 at 5.00 PM
at Head Office, Mangalore

The EMD shall be payable by Demand Draft from a Scheduled/Commercial /Nationalized Bank as mentioned in the tender document.

**For more details contact our Head office at: Hoige Bazar, Mangalore-1
Ph: 0824-2421281/82/83**

MANAGING DIRECTOR
KFDC LTD., MANGALORE

INSTRUCTIONS TO TENDERERS

1. SCOPE OF TENDER

- 1.1** Karnataka Fisheries Development Corporation Ltd. (KFDC) has constructed **MATSYADHARSHINI FISH SALES RETAIL OUTLET & FISH RESTAURANT** at Office of the Deputy Director Of Fisheries, Hosapete Road, Bellary.
- 1.2** **FISH SALES RETAIL OUTLET** is Equipped With Chiller, Display Deep Freezer, Flake Ice Machine, Fish Cutting Table, Air Conditioner, Open Display Unit And Other Accessories
- 1.3** **FISH RESTAURANT** Consists Of Restaurant Room, Kitchen Room, Office Room cum store room, Staff Rest Room, Toilets and Kitchen Equipments. Tenderer Shall Equip Restaurant With their own Furniture.
- 1.4** **MATSYADHARSHINI BELLARY** is Provided with 20KVA Standby Generator
- 1.5** KFDC Therefore Intends To Float A Tender for Running of **MATSYADHARSHINI BELLARY** For 5 Years on License Basis.
- 1.6** The scope shall cover running fish restaurant and selling fish and fishery products.
- 1.7** All marketing activities must be approved and done with the appropriate branding and style as approved by KFDC on the Tenderers own expense
- 1.8** Successful Tenderer shall run the unit **MATSYADHARSHINI BELLARY** on the Same Lines of **MATSYADHARSHINI CUBBON PARK**.
- 1.9** Successful Tenderer shall purchase fish and fishery products from KFDC.
- 1.10** A Discount Of 10% will be given on the purchase of Fish And Fishery Products
- 1.11** At **MATSYADHARSHINI BELLARY** the Rate Chart of all items Should be Displayed and High Quality Food Items Should be Served and Sold.
- 1.12** Restaurant Shall Serve ONLY Fish And Fish Related Items. The Rest of the Food can be Any Accompaniments.
- 1.13** Fresh, Frozen Fish / Seafood and Value Added Seafood Products shall be sold at the sales outlet. NO Other Meat Items like Chicken, Beef, Pork or Mutton Items to be Stocked And Sold

- 1.14 NO TOBACCO OR SMOKING SHOULD be ALLOWED IN THE VICINITY OF THE RESTAURANT. STORING OR SALE OF ALCOHOLIC DRINKS OR EXPLOSIVES SHOULD BE PROHIBITED.**
- 1.15** Tenderer Should Pay Electricity and Water Charges and any other Statuary obligations that are required for the smooth functioning of the restaurant.
- 1.16** Fines levied on the Tenderer **SHALL NOTBE PAID**By KFDC. The Tenderer is solely responsible for all fines.
- 1.17** Labor Charges, Wages, Salaries and Appointments to the Outlets Shall be the Sole Responsibility of the Tenderer.
- 1.18** It Is the Tenderers Responsibility to Keep the Surroundings of the Restaurant Neat and Clean and Arrange to Dispose the Fish/ Seafood etc.,as per the Municipality Requirements.
- 1.19** All Furnishing And Branding Must be done in accordance to the décor given by KFDC. KFDC will suggest a suitable consultant to keep this décor consistent. Payment towards the branding & furnishing of the restaurant is solely at the cost of the Tenderer.
- 1.20** Tenderer can run Business ONLY under the brand name, style and colors as suggested and approved by KFDC. These have to be done on the expense of the Tenderer.
- 1.21** Tenderer who are defaulters to KFDC Ltd are not eligible to participate in the tender.
- 1.22** Previous successful tenderers who have failed to take Possession of the Stall/Restaurant are not eligible to participate in the tender.

2. INVITATION TO BIDDERS:

- 2.1** a) A Complete Set of Tender Documents shall be Purchased by any Interested Tenderer upon Payment of a Non-Refundable Fee as Specified (Rs. 1000/-) plus GST at KFDC Head Office, Mangalore/ Bangalore.
- b) Tenders Received without application fee and EMD within the stipulated date will be considered invalid.
- 2.2** Interested eligible Tenderer may obtain further information from KFDC Head Office at Hoige Bazar, Mangalore/ Bangalore.
- 2.3** Detailed Terms And Conditions As Well As The Technical Specifications For All

Items As Indicated In The Tender Documents Shall Be The Basis For The Tenderers Bid.

- 2.4 The KFDC shall not take the responsibility for any delay in receipt of the Tender document if it is sent by post.
- 2.5 The Tenders shall be opened in the presence of those Tenderers or their authorized representatives who choose to attend at the Head Office of the KFDC, Hoige Bazar, Mangalore on the specified date and time.
- 2.6 The KFDC, Mangalore at its sole discretion and without assigning any reason thereof reserves the right to accept and/or reject any or all Tenders.
- 2.7 Each Tenderer shall submit one (1) Tender only.
- 2.8 The Tender shall remain valid for a period of 30 days or such other extended time as may be mutually agreed till signing of contractual agreement. KFDC reserves the right to reject any Tender, which does not meet this requirement.

3. TENDER SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 3.1 Each Tender shall be accompanied by EMD of the value mentioned in the Tender Notification **(Rs. 10,000/-)** EMD should be drawn in favor of Managing Director, KFDC LTD., Mangalore and payable at Mangalore.
- 3.2 The form of EMD shall be as mentioned in the Tender Notification.
- 3.3 The EMD of every unsuccessful Tenderer shall be returned within a period of Fifteen (15) days from the date of announcement of the Successful Tenderer.
- 3.4 The EMD shall be forfeited If the Tenderer withdraws his Tender during the interval between the Tender Due Date and till the date of finalization of successful tender.
- 3.5 **THE MINIMUM MONTHLY RENTAL QUOTED BY A PROSPECTIVE TENDERER SHOULD NOT BE LESS THAN RS 20,000 (RUPEES TWENTY THOUSAND) EXCLUDING THE TAX COMPONENT.**
- 3.6 Tenderer **will specify the monthly** rent, without the inclusion of tax.
- 3.7 Successful Tenderer shall pay **Rs. 3,00,000 (Rupees Three Lakh Only) by a Demand Draft as Security deposit.** The security deposit shall be return without interest after 60 days of expiry of the agreement period.
- 3.8 KFDC reserves the right to revise the agreement period after expiry of

agreement of 5 years on mutually agreed conditions.

4 TENDER DUE DATE

- 4.1** Tenders shall be submitted on or before Tender Due Date, in the manner and form as detailed in this Tender document. Tenders submitted in any other form, shall not be accepted.
- 4.2** KFDC may, in exceptional circumstances, and at its sole discretion, extend the above Tender Due Date by issuing an addendum.
- 4.3** It shall be deemed that by submitting the Tender the Tenderer has:
 - a) made a complete and careful examination of this Tender document
 - b) received all relevant information required/requested from KFDC
 - c) made a complete and careful examination of the various aspects of the **MATSYADHARSHINI BELLARYUNIT**
- 4.4** KFDC shall not be liable for any mistake or error on the part of the Tenderer in respect of the above.
- 4.5** At any time prior to the Tender Due Date, KFDC may, for any reason, whether on its own initiative or in response to clarifications requested by any of the Tenderer, modify the Tender document by the issuance of addendum.

5 OPENING OF TENDERS AND CLARIFICATIONS

- 5.1** KFDC shall open the Tenders on the date as specified in Tender Notification.
- 5.2** KFDC reserves the right to reject any Tender not submitted on time and/or which does not contain the information/documents as set out in this Tender document.
- 5.3** To facilitate evaluation of Tenders, KFDC may, at its sole discretion, seek any clarifications in writing on any information furnished by the Tenderer in the tender document. The request for such clarification or substantiation and the response shall be in writing or by fax/ email.
- 5.4** No material changes in the substance of the Tender shall be permitted by way of such clarification/ substantiation.
- 5.5** Any conditional Tender shall be regarded as non-responsive and shall be liable for rejection.

6 TERMS OF PAYMENT

- 6.1 The successful Tenderer shall pay monthly License Fee before 10th of succeeding month.
- 6.2 If any of the installments of the successful Tenderer is not paid and allowed to accumulate 2 installments continuously, he will be issued a notice and he is liable to pay an interest at the rate of 10% per annum from the respective due dates till the date of payment.
- 6.3 If the successful Tenderer fails to pay License Fee for more than 3 months, he will be issued 15 days notice for termination of the agreement and KFDC reserves the right to terminate the agreement.

7 FINANCIAL BID

- 7.1 The Tenderer shall quote the financial offer of monthly license fee in the Format as set out in Annexure II.
- 7.2 THERE IS A 5% ESCALATION EVERY YEAR ON THE PREVIOUS YEARS MONTHLY LICENCE FEE**
- 7.3 The Tenderer shall submit each page sealed & signed tender document along with Financial Bid of the Tender Document

8. EVALUATION

- 8.1 The evaluation and comparison of the Tender shall be done for the eligibility criteria and for the technical aspects of the offer by the tender scrutiny committee.
- 8.2 The only eligible Tenders after the evaluation shall be considered for the opening of the Financial Bid.

8.3 FINANCIAL BID EVALUATION

- 8.3.1 The Tenderer shall be required to submit the Financial bid as per the Financial offer format mentioned in Annexure-II
- 8.3.2 The Financial bid excluding all types of taxes, duties, any other expenses quoted by the Tenderer shall be considered for Financial Tender evaluation.

8.4 Selection Methodology

- 8.4.1 The Financial Offers of the Tenders shall be opened and then ranked in ascending order based on the monthly amount quoted. The Tenderer quoting the highest price being ranked first and the tenderer quoting the second highest ranked as second and so on.
- 8.4.2 The Tenderer ranked first in accordance with the above procedure shall be declared as the Preferred Tenderer.
- 8.4.3 KFDC reserves the right to reject any Tender, if:
- a. at any time, a material misrepresentation/suppression of material facts made/observed or discovered; or
 - b. the Tenderer does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Tender. Rejection of a Tender by KFDC as aforesaid shall lead to the disqualification of the Tenderer. If such disqualification / rejection occurs after the Tenders have been opened, the Preferred Tenderer gets disqualified / rejected,
- 8.4.4 In the event of acceptance of the Preferred Tender with or without negotiations, KFDC shall declare the Preferred Tenderer as the Successful Tenderer. KFDC shall notify the Successful Tenderer through a Office Order that his Tender has been accepted.
- 8.4.5 The Successful Tenderer shall execute the license Agreement with KFDC within period specified by KFDC on the issue of Office Order or within such further time as may be permitted by KFDC at its sole discretion.
- 8.4.6 Failure of the Successful Tenderer to comply with the requirements of terms & conditions shall constitute sufficient grounds for the annulment of the Office Order, and forfeiture of the EMD. In such an event, KFDC reserves the right to take any such measures as may be deemed fit in the sole discretion of KFDC, including annulment of the tendering process.

9. . GENERAL CONDITIONS OF AGREEMENT

10.1 Water Supply

The water sources and water supply are available in the facility. The Tenderer from the date of agreement should meet all Charges related to consumption of water. The KFDC shall not be liable for any reimbursement in respect of the same.

10.2 Electrical Supply

Presently power supply is available from BESCO Ltd. The Tenderer shall have to make his own arrangements and shall have to bear all costs for new connection ,if any, required and distribution of the electric system, The Tenderer should meet the monthly charges and other charges of the electricity used as per the bill received from BESCO Ltd. The KFDC shall not be liable for any reimbursement in respect of the same.

10.3Waste Disposal

The Tenderer shall maintain the waste disposal system at his own cost.

10.4Roads & Water Courses

Existing roads or water courses, pipes, electrical and telephone lines and conduits shall not be blocked, gone through, altered, diverted or obstructed in any way by the Tenderer, except with the written permission of the LICENSOR. All compensation claimed for any unauthorised provision, cutting through, alteration, diversion or obstruction to such roads or water courses, etc. by the Tenderer or his agency or his staff shall be recoverable from the Tenderer.

10.6Indemnity & Liability

The Tenderer shall indemnify, defend and hold LICENSOR harmless against any and all proceedings and actions and 3rd party claims, losses, damages, accidents, loss of life and expenses of whatever soever nature arising out of the procurement, operation and maintenance of the Production unit or arising out of any breach by the Tenderer of any of its obligations under this agreement or subsequent agreement executed by the Tenderer. The Tenderer shall also fully indemnify and hold harmless and defend LICENSOR including its officers, servants, agents and authorities/representatives from or against any claim, loss and damages arising out of or with respect to:-

- a. Non-compliance with applicable laws and applicable permit by Tenderer

- b. Non-payment of tax relating to works, suppliers, etc. or in connection with operation of **MATSYADHARSHINI BELLARY** sales tax or any other tax as may be applicable from time to time or,
- c. Non-payment of amount due as a result of materials or services supplied/provided to the Tenderer which are payable by the Tenderer or any of its agencies.

10.7 Tax & Duties

All charges on account of octroi, excise, service tax, sales tax, compensations and/or other duties or any levy as the case may be on the works shall be borne by the Tenderer.

All taxes and duties on procurement of raw materials, services and sales & finished products shall be borne by the Tenderer.

10.8 Bye-Laws

- a) The Successful Tenderer construction/production shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the LICENSOR informed of the said compliance with the bye-laws, payments made, notices issued and received.

The Successful Tenderer shall indemnify LICENSOR against all claims in respect of royalties, patent rights, design/ trade marks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The Successful Tenderer shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

- b) The Successful Tenderer shall comply with proper and legal orders and directions of the local or Public Authorities, LICENSOR or BBMP and abide by their rules and regulations and pay all fees and charges, which he may be liable.

10.9 Insurance

Fire Insurance and Shop Insurance and other requisite insurance covers must be taken and the Tenderer should pay the charges or fines levied if not adhered to.

The Successful Tenderer shall insure against liability for any loss, damage or body injury, which may occur to machinery, building, electrical substation or any physical property or to any person, which may arise out of the performance of the contract and during the operation and maintenance period.

The Successful Tenderer shall insure the **MATHYSADARSHINI BELLARY** unit with machinery and machineries for not less than the full re-installation cost including cost of demolition, removal of debris etc. This insurance shall be effective from a reasonable period of taking over of the “**MATHYSADARSHINI BELLARY**” but not later than 30 days. The Successful Tenderer shall keep all the documents relating to the insurance and shall be made available for the inspection of the LICENSOR. The expiry date of effective insurance policy will be 6 months after the transfer of plant and machinery to the LICENSOR.

10.10 Labour

The Successful Tenderer shall be responsible for the safety of all employees employed by him on the works and shall report any serious accident to any of them, whatever and wherever, occurring on the works to the concerned authorities and shall make every arrangement to render all possible assistance. The Successful Tenderer shall make at his own expense adequate arrangements outside the compound if necessary, for the housing, supply of drinking water, food, provision of latrines and urinals for his staff. The Successful Tenderer shall conform to all laws, bylaws and rules and regulations for the time being in force pertaining to the employment of local or imported labor and shall provide the needed ESI cover to the workers employed by him. The Successful Tenderer shall pay rates of wages and observe conditions of labor, which are not lower than those established for the trade or industry. The Successful Tenderer shall comply with all the relevant laws applicable to the industry including laws relating to the employment, health, safety, welfare, immigration and emigration and shall allow them all their legal rights. The KFDC shall not be liable for any monetary claim whatsoever made by the Employee or Ex-Employee engaged by the Successful Tenderer.

The Successful Tenderer shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Successful Tenderer or any other of the Successful Tenderers personnel. The LICENSOR shall also be indemnified under the policies of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Successful Tenderer or of the Successful Tenderers personnel. The coverage of insurance shall be in full force and effective during the period when personnel are being engaged in the execution of the works.

10.Obligations of LICENSORS

LICENSOR agrees to observe, comply and perform the following:

- i. So long as the Successful Tenderer is not in breach of his obligations under this agreement, LICENSOR agrees to the faithful use of the facilities, operation and maintenance of the “**MATHYSADARSHINI BELLARY**”by the Successful Tenderer.
- ii. Enable access of the Successful Tenderer to the site and infrastructure facilities subject to security arrangements of the “**MATHSYADARSHINI BELLARY**”.
- iii. Assist the Successful Tenderer if needed in procuring such of the applicable permits as required by law in accordance with and subject to the Successful Tenderer/Bidder complying with applicable laws.
- iv. Assist the Successful Tenderer in obtaining access to all necessary infrastructure facilities and utilities including water, electrical and telecommunication facilities.

11.Rights of LICENSOR

LICENSOR reserve the right to enter the premises and to conduct periodical inspection of functioning of **MATSYADHARSHINI BELLARY**and to make suggestion for improvement.

12. Governing Law

The Successful Tenderer shall abide by all laws, rules and regulations including factories Act, Minimum wages Act, Provident fund Act, Employees’ state insurance act, Payment of Bonus Act [including other Labour enactments] etc and all other acts and rules relating to the operation of the above premises, prevailing in the state of Karnataka and Government of India. The Successful Tenderer shall ensure that all the above are taken into account by providing the necessary documentary proof within a month of operation of the plant.

14Final Authority

Notwithstanding any of the conditions mentioned above, the final authority on any matter connected with the **MATSYADHARSHINI BELLARY**vests with the Managing Director, Karnataka Fisheries Development Corporation Ltd., Hoige Bazar, Mangalore.

15. Termination

The LICENSOR shall have the right to terminate the license agreement without paying any compensation to the Successful Tenderer in case of breach of

contract or default by the Successful Tenderer.

Following events shall constitute events of breach of contract or default by Successful Tenderer.

- i. Failure to commence the work within 30 days from the date of signing of license agreement
- ii. Abandonment of the **MATSYADHARSHINI BELLARY** or any of its material obligations under the contract.
- iii. Default in complying with any of terms and a condition of the contract/agreement he may rectify the same within 15 days on receipt of notice in this behalf from LICENSOR.
- iv. Failure to maintain the **MATSYADHARSHINI BELLARY** to the satisfaction of LICENSOR during the operation period.
- v. Delay in payment of amount fallen due for payment as per the agreement and such delay exceed 90 days.
- vi. Failure to act on any instructions issued by LICENSOR within a reasonable period to the satisfaction of LICENSOR
- vii. Effecting any alterations/ modifications/ additional constructions without permission of LICENSOR during the operation period.
- viii. Use of the premises for any purpose not related to the business of **MATSYADHARSHINI BELLARY** or makes any alteration or additions or constructions without prior approval of the LICENSOR during the operation period.
- ix. Brings in any material other than the Fish intended for use.
- x. Failure to ensure the safety of workers or failure to maintain regulations related to the labour laws, operating activities or failure to make suitable arrangements for the welfare and hygienic requirements.
- xi. The license shall come to an end immediately after 5 years and if any of the parties shall desire to terminate this agreement earlier, 3 calendar months prior notice shall be given to other party in writing to that effect.
- xii. The licensee shall, on expiry of period of this agreement or the renewal period, as the case may be or on earlier revocation, and /or vacation of premises as herein provided and hand over the occupation of the said premises to the licensor peacefully, and without any let/hindrance, in good order and condition, normal wear and tear expected.

Without prejudice to any other rights or remedies which the LICENSOR may have in respect of / under this agreement, the occurrence of any breach or default by Successful Tenderer under this agreement/contract shall entitle the LICENSOR to terminate the agreement/contract by a communication in writing (termination notice). If the Successful Tenderer fails to remedy such breach or default within the period provided by the LICENSOR, the LICENSOR shall terminate the agreement, take possession and control of the materials and built-up areas and control the project including collection of any amount due to Successful Tenderer.

No structures, temporary or permanent shall be made without written permission from LICENSOR

17. Handing Over

- i. At the end of the license period, all the civil structures, machineries/equipments supplied by Licenses along with the development will be transferred to licensor. Licensor reserves the right to acquire all additional equipments installed by the party at a mutually agreeable price.

15. LAWS GOVERNING THE CONTRACT

- i. All question, disputes or differences arising under or out of or in connection with the contract if concluded shall, if required to be referred to any court of law, be referred to the Courts at Mangalore and the said court only shall have the jurisdiction and decide matters according to the laws of India.
- ii. Notwithstanding anything contained in this Tender, KFDC reserves the right to accept or reject any Tender, or to annual the Tendering process or reject all Tenors, at any time without any liability or any obligation for such rejection or annulments, without assigning any reasons thereof.

MANAGING DIRECTOR
KFDC LTD., MANGALORE



KARNATAKA FISHERIES DEVELOPMENT CORPORATION LTD.,
(A Government of Karnataka Undertaking)

Regd. Office : Hoige Bazar, Mangalore - 575 001.

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TENDER NOTIFICATION No/1/KFDC/ BELLARY /LICENCE/2021-22

Dated 20.04.2021

FINANCIAL BID

ANNEXURE – I

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ANNEXURE – I

SEAL

SIGNATURE

FINANCIAL BID

ANNEXURE – I

1	Name of the Tenderer	
2	Name of the Company (if applicable)	
3	Address of the Tenderer (Company/ Individual/ Partnership)	
4	Phone Numbers:	Office: Mobile:
5	Fax Numbers:	
6	Email ID for communication:	
7	PAN Number (Company/ Individual/ Firm):	
8	Copy of Incorporation Certificate (In case of Company/Firm):	
9	Aadhar Card/Voter ID	

FINANCIAL BID

ANNEXURE – II

From,

Mobile No.

To:

Managing Director

Karnataka Fisheries Development Corporation Ltd.

Hoige Bazaar, Mangalore

**MONTHLY LICENCE FEE for AIR CONDITIONED FISH SALES RETAIL OUTLET,
BELLARY**

Rs. _____

(GST extra)

Rupees _____

I, the undersigned, hereby confirm that I have read the terms and conditions pertaining to the LICENCING of the Corporation's 'AIR CONDITIONED FISH SALES RETAIL OUTLET, BELLARY', as detailed in the Corporation's Tender Notification No & Date: TENDER NOTIFICATION No/1/KFDC/BELLARY/LICENCE/2021-22 Dated:20.04.2021 and I accept and abide by these terms and conditions.

(Signature of the Tenderer)

