

INSTRUCTIONS TO TENDERERS

1. SCOPE OF TENDER

- 1.1 Karnataka Fisheries Development Corporation Ltd. (KFDC) has owned an extent of 42 cents land situated at Survey No. 71/1, of Mulki Bappanadu Village, Mulki Hobali, Mangalore Taluq of which approximately 900Sqm Land (30m x 30m) are given on License basis to the successful tenderer.
- 1.2 KFDC therefore intends to float a tender for licensing of KFDC Land for 20 years on license basis "AS IS WHERE IS CONDITION".
- 1.3 The scope shall cover development of Fisheries/Tourism Industry.
- 1.4 KFDC provides 900 Sqm of land to the successful Tenderer to develop Fisheries/ Tourism activities for 20 years on license basis.
- 1.5 All required license such as CRZ clearance, KSPCB clearance, Clearance from local body and all legal license etc., required for the Fisheries activities should be taken by the successful tenderer at their own cost.

2. INVITATION TO BIDDERS:

- 2.1 A complete set of Tender documents shall be purchased by any interested Tenderer upon payment of a non-refundable fee as specified.
- 2.2 Interested eligible Tenderer may obtain further information from KFDC Head Office at Hoige Bazar, Mangalore.
- 2.3 Detailed terms and conditions of the tender documents shall be the basis for the Tenderer 's bid.
- 2.4 The tenderer is free to visit the KFDC Land at Mulki Bappanadu Village, Mulki Hobali, Mangalore Taluq if he desires so.
- 2.5 The KFDC shall not take the responsibility for any delay in receipt of the Tender document if it is sent by post.
- 2.6 The Tenders shall be opened in the presence of those Tenderers or their authorized representatives who choose to attend at the office of the KFDC, Hoige Bazar, Mangalore on the specified date and time.
- 2.7 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.
- 2.8 Each Tenderer shall submit one (1) Tender only.
- 2.9 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 EMD should be drawn in favour 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 Tender.
- 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** Successful Tenderer shall pay Rs.1.50 lakh (Rupees One Lakh Fifty Thousand only) as security deposit. The security deposit shall be returned without interest after 60 days of expiry of the license period.
- 3.6** KFDC reserves the right to revise the license period after expiry of license of 20years on mutually agreed conditions.
- 3.7** The annual license fee along with 5% escalation in each year shall be paid in advance by demand draft/ RTGS

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 Concerned land at Mulki Bappanadu Village, Mulki Hobali, Mangalore Taluq.
- 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.

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5 OPENING OF TENDERS AND CLARIFICATIONS

- 5.1** KFDC shall open the Tenders on the date as specified the KFDC.
- 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 annual license fee shall be paid along with 5% escalation in advance before the commencement of succeeding years.
- 6.2** If annual license fee is not paid within 3 months from due date of payment, 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 licensee fails to pay the annual license fee for more than 6 months, he will be issued 15 days notice and KFDC reserves the right to terminate the license.

7. Financial Bid

NOTE: THERE IS A 5% ESCALATION EVERY YEAR ON THE
PREVIOUS YEAR LICENSE FEE

The tenderer shall Quote the Financial offer of annual license fee in the format as set out in Schedule –A- shall be furnished. The Tenderer shall submit each page sealed & signed tender document.

8. Financial Bid Evaluation :

The Financial bid excluding all types of taxes, duties, any other expenses quoted by the Tenderer shall be considered for Financial Tender evaluation.

9. Selection Methodology

9.1 The Financial Offers of qualified Tenders shall be opened and then ranked in ascending order based on the annual license amount quoted. The Tenderer quoting the highest price being ranked first and the Tenderer quoting the second highest ranked as second and so on.

9.2 The Tenderer ranked first in accordance with the above procedure shall be declared as the Preferred Tenderer.

9.3 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,

9.4 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.

9.5 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.

9.6 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.

10. GENERAL CONDITIONS OF AGREEMENT

10.1 Water Supply:

Presently there is no water supply in the site. The Tenderer desires to have water lines, he has to make his own arrangements and shall have to bear all cost for new connection and distribution of the water supply system without any material change in the present supply lines. Only ISI certified good quality fittings shall be used in the water distribution system. 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.

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10.2 Electrical Supply

Presently there is no Electrical supply in the site 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 MESCOM Ltd. The KFDC shall not be liable for any reimbursement in respect of the same.

10.3 Electrification

The Tenderer will be responsible for design and installation of the power receiving and distribution and internal and external lighting systems which should be in conformity with the requirements of the Karnataka Electrical Inspectorate. The Tenderer shall get them approved by the Inspectorate. The light fittings, switch gear, cables, etc. used shall be of the highest standard and all the electrical installations shall be as per Karnataka State Electrical Inspectorate rules and regulations. The equipment and materials shall be of standard quality with ISI mark.

10.4 Waste Disposal

The Tenderer shall construct latest ETP & maintain the waste disposal system at his own cost. Any waste water let out into the LICENSOR's common drainage system should comply with the standards laid down by the Karnataka State Pollution Control Board and/or by the LICENSOR.

10.5 Roads & 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.

10.6 Indemnity & 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 whateversoever nature arising out of his Fisheries activities 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, sub-contractors, suppliers, etc. or in connection with construction, operation and production at Fisheries activities, 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 & Exports of finished products if exported shall be borne by the Tenderer.

10.8 Bye-Laws

- a) The 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 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 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 Tenderer shall comply with proper and legal orders and directions of the local or Public Authorities, LICENSOR or Mulki Bappanadu Village, Mulki Hobali, Mangalore Taluq and abide by their rules and regulations and pay all fees and charges, which he may be liable.

10.9. Labour

The 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 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 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 labour and shall provide the needed ESI cover to the workers employed by him. The Tenderer shall pay rates of wages and observe conditions of labour, which are not lower than those established for the trade or industry. The 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 Tenderer.

The 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 Tenderer or any other of the Tenderer's 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 Tenderer or of the Tenderer's 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.

11. Obligations of LICENSOR

LICENSOR agrees to observe, comply and perform the following:

- i. So long as the Tenderer is not in breach of his obligations under this agreement, LICENSOR agrees to the faithful use of the facilities for the development of Fisheries activities by the Tenderer.
- ii. Assist the Tenderer if needed in procuring such of the applicable permits as required by law in accordance with and subject to the Tenderer/Bidder complying with applicable laws.

- iii. Assist the Tenderer in obtaining access to all necessary infrastructure facilities and utilities including water, electrical and telecommunication facilities.
- iv. Permit plying of vehicles and movement of construction plant and materials subject to customs and security clearance.

12. Governing Law

The 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 Tenderer shall ensure that all the above are taken into account by providing the necessary documentary proof.

13. Final Authority

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

14. Termination

The LICENSOR shall have the right to terminate the license agreement without paying any compensation to the Tenderer in case of breach of contract or default by the Tenderer.

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

- i. Failure to commence the work within a period of 1 year from the date of signing of license agreement
- ii. Abandonment of the project or any of its material obligations under the contract.
- iii. Default in complying with any of terms and conditions of the contract/agreement he may rectifies the same within 30 days on receipt of notice in this behalf from LICENSOR.
- iv. Delay in payment of amount fallen due for payment as per the agreement and such delay exceeds 6 Months.
- v. Failure to act on any instructions issued by LICENSOR within a reasonable period to the satisfaction of LICENSOR.

- vi. The Licensee shall obtain permission before commencement of construction of Fisheries/Tourism Activities.
- vii. Use of the factory and premises for any purpose not related to the business of Fisheries/ Tourism activities or make any alteration or additions or constructions without prior approval of the LICENSOR during the operation period.
- viii. 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 & hygienic requirements.
- ix. The license shall come to an end immediately after 20 years and if any of the parties shall desire to terminate this agreement earlier, 6 calendar months prior notice shall be given to other party in writing to that effect.
- x. On completion of this agreement period or earlier termination of the agreement, as case may be, the licensee shall receive from the licensor the balance amount or complete amount or security deposits, as the case may be, after deductions of annual license fees, if any due, and also all the arrears of charges, if any and loss suffered by the licensor on account of damage to the said premises due to negligence of the licensee.
- xi. 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 Tenderer under this agreement/contract shall entitle the LICENSOR to terminate the agreement/contract by a communication in writing (termination notice). If the 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 Tenderer.

15. Handing Over

At the end of the license period, the land will be transferred to licensor. Licensor reserves the right to acquire all additional machineries installed by the party at a mutually agreeable price.

16. LAWS GOVERNING THE CONTRACT

- i. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre- Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules and award passed by the arbitrator shall be binding upon the parties to this agreement.
- ii. The Court of City of Mangalore alone shall have jurisdiction to adjudicate upon any dispute or other matter arising between the parties.
- iii. Notwithstanding anything contained in this Tender, KFDC reserves the right to accept or reject any Tender, or to annul the Tendering process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

MANAGING DIRECTOR
KFDC LTD., MANGALORE

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KARNATAKA FISHERIES DEVELOPMENT CORPORATION LTD.,

(A Government of Karnataka Undertaking)

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

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TENDER NOTIFICATION No.03 /KFDC/MTC/MULKI/PLANT/LICENSE/2019-20

Dated 18.11.2019

FINANCIAL BID SCHEDULE - A

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Schedule A
FINANCIAL BID

	Tender Notification Number & Date	
2	Name of the Firm/ Company/ Individual	
3	Address	
4	Telephone Number	
5	Fax No.	
6	Mobile Number	
7	Email Address	
8	Name and designation of the Contact Person	
9	Organization Details i. Proprietary Firm ii. Partnership Firm iii. Private Limited Company iv. Public Limited Company v. Individuals	
10	License Fee per Annum (Exclusive of all taxes)	Rs _____ (Rupess _____ only)

I/ We declare that before signing this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions of the TENDER NOTIFICATION No.03/ KFDC/MTC/MULKI/PLANT/LICENSE/2019-20, Dated 18.11.2019 and also declare that all the statements made by me/ us in the tender document are true and correct to the best of my/our knowledge and belief.

Authorised Signatory

SEAL

SIGNATURE OF TENDERER

(With Seal)

SEAL

SIGNATURE OF TENDERER