

**NOTICE INVITING RE TENDER FOR LEASING OUT OF BLOCK ICE PLANTS WITH 30TON CAPACITY AT NAGAPATTINAM FH IN NAGAPATTINAM DISTRICT IN TAMIL NADU**

**IMPORTANT DATES**

1	Start Date & Time for downloading of Tender documents	:	27.06.2022
2	Last Date & Time for downloading of Tender	:	12.07.2022 & 14.00 hrs
3	Last Date & Time for Submission of Tender	:	12.07.2022 & 15.00 hrs
4	Date & Time of opening of Tenders	:	13.07.2022 & 15.30 hrs
5	Website for downloading the Tender document	:	<a href="https://www.fisheries.tn.gov.in/">https://www.fisheries.tn.gov.in/</a> & <a href="http://www.tenders.tn.gov.in/">http://www.tenders.tn.gov.in/</a>
6	Address for submission of Tenders	:	Managing Director, TAFCOFED, Integrated Office Complex for Animal Husbandry, Fisheries and Fishermen Welfare Department, No.571, 4 <sup>th</sup> Floor, Anna Salai, Nandanam, Chennai 600 035.

**THIS RE TENDER DOCUMENT CONTAINS:**

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Note:

1. One bidder shall bid for more than one ice plant.
2. Individual bid document for each ice plant should be submitted with all required supporting documents if the bidder wishes to take lease for more than one.

**Brief Description of Bidder as an Entity:** Provide a brief description of the Individual / organization / firm submitting the Bid, its legal mandates / authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the Individual / organization / firm has been involved that could adversely affect or impact the delivery of goods and / or performance of related services, indicating the status / result of such litigation / arbitration.

**Financial Capacity** : Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

**Track Record and Experiences:** Provide the following information regarding experience within at least the last three (3) years which are related or relevant to those required for this contract.

## ANNEXURE I

**RE TENDER NOTICE No. 421/B/2018**

**Date: 27.06.2022**

Tamil Nadu State Apex Fisheries Cooperative Federation Limited (TAFCOFED) has established block ice plants with 30 Ton capacity in Nagapattinam FH in Nagapattinam District with facilities under ICDP funding apart from its own funds. Tenders are invited from reputed FIRMS/INDIVIDUALS/FISHERIES COOPERATIVE SOCIETIES/FISHING HARBOUR OR FISH LANDING CENTRE MANAGEMENT COMMITTEES / others having TECHNICAL STAFF WITH minimum three years **previous experience** in operation of ice plant for taking lease of the Ice Plants belonging to TAMIL NADU STATE APEX FISHERIES COOPERATIVE FEDERATION LIMITED (TAFCOFED), Chennai-35 .

Sl.No	Ice plant location	District
1.	Nagapattinam Fishing Harbour	Nagapattinam District

The bidders shall visit the ice plants in the above places before participating in the tender.

### **Upset Price / Month (Rs)**

The minimum upset lease amount / month fixed by TAFCOFED is given below. The bidders should quote the bid price above this. The bids of the bidders quoted less than the upset price will be totally rejected and the EMD amount will be forfeited by TAFCOFED.

S.No	Place	Upset Price / Month in Rs.
1.	Nagapattinam FH	2,13,000

Cost of Form    Rs.1000/- + GST 18% ( if purchased from TAFCOFED)

The tender document containing specifications, terms and conditions, etc. can be purchased from the office of The Managing Director, TAFCOFED, Chennai-35, during office hours or freely downloaded from the websites **<https://www.fisheries.tn.gov.in/>** & **<http://www.tenders.tn.gov.in/>** from 27.06.2022 to 12.07.2022. The EMD and cost of tender in the form of Demand Draft should be drawn separately in favor of the "MANAGING DIRECTOR, TAFCOFED, Chennai – 35 payable at Chennai and submitted along with the tenders on or before 12.07.2022 – 15.00 hrs. TAFCOFED shall not be responsible for any delay in submission of the tenders after due date & time.

The tenders will be opened on 13.07.2022 at 15.30 Hrs.

The tenders received without EMD will not be considered. The Managing Director, TAFCOFED reserves all the rights to accept or reject any or all the tenders without assigning any reasons.

Sd/-  
Managing Director,  
TAFCOFED.

## **Annexure-II**

### **GENERAL INSTRUCTIONS TO THE BIDDERS**

#### **Tendering Procedure:**

Tender documents can be downloaded from the websites **<https://www.fisheries.tn.gov.in/>** & **<http://www.tenders.tn.gov.in/>**

Sealed Tenders should be dropped in the tender box in the office of TAFCOFED, Integrated Office Complex for Animal Husbandry, Fisheries and Fishermen welfare Department, 4<sup>th</sup> floor, Nadanam, Chennai-35. Before the due date and time.

The Tender and the enclosed documents should have valid signature of the Certifying Authority in all pages to participate in the tender.

The Tender should be submitted in Double cover System (Part-I **Prequalification Bid** & part-II **Price Bid**) .Both sealed bid covers should be put in a single cover, sealed, written on top as **"Tender document for the lease of block ice plant at Nagapattinam District"**

**Note:** Submission of tenders after due time of the closing date of tender will not be acceptable at any cost. Incomplete tender application form or non-submission of documents to verify the details may result in rejection of the bid and no communication shall be done for submission of documents.

I. a) Tenders not received in time or in incomplete tenders are liable to be rejected summarily and no correspondence or whatsoever will be entertained.

b) Every Bidder should enclose scanned certified copies of registration with Appropriate Government Authorities /Department , **experience in the field**, valid Income Tax details for last three years,(2019 - 20, 2020 - 21 & 2021 -22) **proof of experienced technical manpower available to operate the ice plant machineries with their qualification and total no of experience in this field**, details of business turnover (by virtue of quantity and revenue) during the last three years and any other relevant information if any with reference to the tender. The technical competence of the bidder shall be evaluated by the Tender Scrutinizing Committee. The findings of the Committee shall be final.

**The technical bids of bidders without experience in ice plant operation and without experienced technical manpower for ice plant operation shall be totally rejected .The second cover having price bid of the disqualified bidders shall not be opened.**

c) The successful bidder selected on the basis of Technical & Financial qualifications will be called for negotiation, if felt necessary by the competent authority.

d) Tender stipulating any subjective clause or incomplete in any respect is liable to be rejected. Bidders are advised to seek clarifications on any of the clauses of terms and conditions of the tender before the concern

authorities by submitting written requisition, if necessary before 7 days from the last date of tender submission on 12.07.2022.

e) Telegraphic offers will not be accepted under any circumstances.

f) This tender has been issued by the Managing Director, Tamil Nadu State Apex Fisheries Cooperative Federation Limited, Chennai-35. (herein after called the Lessor) being the authorised competent authority of the Ice Plant.

g) Before submitting the Bid, the bidders should satisfy themselves thoroughly by physical inspection of the facilities at their own cost and for that purpose they may contact the concerned officer (Annexure III) who will arrange for the inspection of the premises (Annexure IV & V). Submission of bid will deem to imply that the bidder has submitted his bid after inspection of the complete premises with facilities.

h) The bid will remain valid for acceptance by the Lessor for a minimum period of 180 days from the date of opening of the tender.

2. The Lessor does not bind itself to accept the bid or to assign any reasons for non-acceptance. The Lessor also reserves the right not to lease the plant at all or to defer finalization of the lease.

### **EMD**

3. Bidders may please note that



**(i) If Earnest Money Deposit is not furnished along with tender, their tender will be rejected without further reference to them**

(ii) The EMD in the form of Demand Draft is drawn in favour of the "MANAGING DIRECTOR, TAFCOFED, payable at Chennai.

**EMD amount as follows:**

S.No	Place	EMD in Rs.
1.	Nagapattinam FH	51,120

(iii) EMD received against the bids invited by the lessor will, in no case, be liable to pay interest on the earnest money deposit nor shall be responsible for any loss or depreciation thereof if it happens while in possession of TAFCOFED. The Earnest Money Deposit will be refunded to the unsuccessful bidders within a fortnight from the date of finalisation of lease or after the expiry of the validity of the offers, whichever is earlier.

(iv) In addition to the above as per Rule 170 of GFR -- "Micro and small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempted from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign

the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit Bids for tenders with TAFCOFED.

4. The offer should be for “**per month**” consolidated lease amount for the entire plant including the building structure, machinery and equipment in the premises should remain valid for acceptance by the Lessor for a period of 180 days from the date of opening of the tender.

5. The Solvency “Certificate in the name of Tenderer alone will be accepted. The intending tenderers shall submit the proof of solvency accounting to Rs. 50.00 Lakh (Rupees Fifty lakh only) from the appropriate authority of Revenue Department. This Certificate should have been obtained in the name of the Tenderer within 3 months prior to the date of bid advertisement. Solvency Certificate should have validity during the time of tender.

6. Encumbrance Certificate should be obtained not earlier than 10 days prior to the date of closing tender.

7. The Registered Fishermen Cooperative Societies and the Government under takings are exempted from furnishing Solvency Certificate. However, they should enclose a copy of Resolution passed in the General Body meeting to participate in the tender for leasing of ice plant, authenticated

copy of the latest balance sheet, audit report for last 3 years Certificate of Income Tax Clearance / Copies of IT returns filed in the Income Tax Department for the last 3 continuous years. The FCS / Government / Cooperative organizations shall participate in tender process on equal footing without any preferential treatment in respect of lease amount.

8. The bidder or any one of his authorized person will be allowed to participate in the Tender. The participant should come with ID proof such as Aadhar card, Voters ID card, PAN Card along with authorization letter.

**9. The upset price / month is fixed for the ice plant as given below.**

S.No	Place	Upset Price / Month (excluding applicable taxes) in Rs.
1.	Nagapattinam FH	2,13,000

**The quoted rate should be above the upset price excluding GST.** The bids having the quoted price below the upset price will be totally rejected and the EMD shall be seized. The amount quoted in the bid document should be shown in figures as well as in words without any corrections or overwriting and applicable taxes should be quoted separately. The bid value excluding taxes applicable alone will be considered for evaluation of the financial bid.

10. The acceptance of the offer shall be communicated to the successful bidder (herein after referred to as the Lessee) through lease acceptance letter. Lease Agreement must be signed between the Lessee and the Lessor within 15days from the date of issue of lease acceptance letter.

11. The Lease period is 5 years from the date of execution of the agreement and the Lessee can utilise the facility at their quoted /accepted rate (plus GST as applicable) for a period of 5 years, Subject to the conditions that The Annual lease amount and other charges are paid before the due date every year.

12. The Lessee will have to deposit 5% of the annual lease amount finalized in the bid evaluation as security deposit before executing the lease agreement by way of demand draft drawn in favour of the Managing Director, Tamil Nadu State Apex Fisheries Cooperative Federation Limited, Chennai-35 payable at Chennai or in the form of irrevocable Bank Guarantee in a prescribed form. EMD already deposited by the Lessee can be adjusted towards the above security deposit. The security deposit held by TAFCOFED till it is refunded to the successful bidder will not earn any interest thereof.

13. The lessee shall have to pay the lease amount for subsequent years with 10% increase along with other applicable taxes & maintenance charges etc, The lessee fails to pay the amount in due date, one week notice will be given

to the lessee to pay the lease amount. Payment in installment will not be accepted. In case of failure to pay the lease amount even after the notice period of one week, Managing Director, TAFCOFED has the right to cancel the tender and may call for fresh tender for the subsequent years. Security Deposit will also be forfeited.

14. **Maintenance charges:** The lessee has to remit 2% of the annual lease value along with the annual lease amount in advance, which is not refundable.

15. If the Lessee fails to pay the money within the stipulated period, the earnest money and any other sum paid/deposited by the lessee to the Lessor shall be forfeited to the Lessor without any notice and without prejudice to any other rights of action by the Lessor against the Lessee. The Lessor shall also in that event be at liberty to lease out the plant to any other party and all the losses, deficiencies and all the expenses arising from the process shall be borne by the failed Lessee.

16. The Plant should be taken over completely from the Bidder immediately on execution of the Lease Agreement. If the Bidder fails to take over the plant and the premises from the Lessor and the lease agreement should be registered by the lessee at his own cost as per section 17 of the Registration Act.1908 within 15 days time from the date of signing the lease agreement, the Lessor will have the liberty to cancel the Lease agreement without any

notice and proceed with the action deemed suitable including legal action. In the event of cancellation of the lease agreement due to failure on the part of the Bidder, further course of action shall be initiated regarding the operation of the plant including re-tender or otherwise shall be sole discretion of the Managing Director, TAFCOFED.

17. The Lessee should pay the annual lease amount plus GST and maintenance charge to the Lessor by way of demand draft in advance on or before 30 days from the last working day of every calendar year, failing which the Lessor will be at liberty to proceed against the Lessee with the action deemed suitable in accordance with law.

18. The Lessee shall not have any right for construction of any permanent structure or alter the existing structure, removal of any items including machinery and equipment within the premises or out of the premises. If the Lessee breached any one of the condition as mentioned supra, the Lessor will be at liberty to terminate the lease agreement .

19. The Lessee should obtain prior permission from the lessor for any temporary partition or minor alterations within the buildings and premises. Any work involving dismantling or fabrication within the building or premises should commence or be done only after getting the written permission from the Lessor. The discretion of the Lessor will be final.

20. The Lessor shall in no way be bound to pay any damages occurred to the Lessee or its men or material, etc. **The lessee should insure the ice plant (civil structure, machineries) and the men working in the plant till the agreement period and a copy of the Insurance policy should be submitted to the Lessor before the commencement of ice plant operation .** The building, furniture and other machineries licensed shall be insured against fire, rioting and other possible losses and the insurance policy be taken and the insurance premium be borne by the lessee. The lessee should pay the compensation to the public or their relatives if any accident happens at their own cost if claimed. For the infrastructure and machineries loss, the lessee should pay the compensation to TAFCOFED.

21. The lessee will be entirely responsible for getting all statutory permissions required for operation of Ice Plant, the quality of the ice produced from this Plant and in no way the Lessor will be responsible for any rejection, quality complaints etc.

22. The buildings, equipment, plant and machinery etc. leased to the lessee shall not be used for any illegal activities other than the purpose for which it is sanctioned / provided. If the Lessor found that the Lessee indulge in illegal activity, theft of electricity and diverting the business as specified in Lease agreement terms and conditions, the Lessor will be at liberty to terminate the Lease agreement without any notice to the Lessee

23. The Lease Agreement may be terminated at any time on reasonable and valid grounds by either party after giving three months notice therefore.

24. The list of complete plant with facilities "as is where is" basis is enclosed as Annexure –V.

25. The list of inventory and the details of the buildings will form a part of the lease agreement signed between the Lessor and the lessee and the Lessee will be responsible for the keeping, maintenance of the building and equipment during the lease period and to hand over all the items in **good working condition** to the lessor on the expiry or the termination of the lease agreement.

26. The Lessor shall hand over the plant to the Lessee with the facilities after signing and registering the lease agreement and receiving the Security Deposit. The Lessee shall take over the plant with machinery and equipment on "as is where is basis" from the Lessor, and handed over the machinery in good and working condition as and where the Bidder has taken possession of the machinery while termination of agreement.

27. All preventive maintenance to the plant and machinery shall be carried out by the Lessee on his account during the lease period.

28. All costs towards other repairs and maintenance of the structure, machinery and equipment and cost of spare parts shall be on the account of the Lessee after taking over the plant from the Lessor. The Lessee will



arrange for the repairs, maintenance and procurement of spare parts for the up-keeping of the plant to the entire satisfaction of the officials of the Lessor. The replacement of any parts of the machinery and equipment will be done with the written permission from the Lessor at his own cost and the damaged part or dismantled material shall remain the property of the Lessor.

29. The policy framework for the functioning of Ice Plant at TAFCOFED's premises is placed at Annexure – III and this tender condition shall form part of the lease agreement.

30. Any dispute between the parties arising out of or in connection with this agreement shall be referred to a sole arbitrator appointed at Chennai by mutual consent of both parties as per the provision of Arbitration and conciliation Act 1996 and such disputes shall be resolved by him after hearing both parties as sole arbitrator whose decision shall be binding both parties.

31. Any breach of contract of the lease resulting from or in connection with this tender, the laws of the state Government of Tamil Nadu shall apply.

### **Annexure III**

#### **POLICY FRAME WORK – TERMS & CONDITIONS**

1. The facility will be given on lease (the entire infrastructural facility with machinery, equipment shall be provided by the Lessor and the Lessee should pay the charges of water and electricity as well as the raw material, workers, refrigerant, spares and consumables, etc shall be borne by the Lessee) to the successful bidder through sealed bidding as prescribed and assessed by the Tender scrutinizing Committee.
2. The lease period shall be for the period of 5years (sixty (60) months) from the date of execution of the lease agreement.
3. The Plant shall not under any circumstances be kept idle. Sub-leasing full or partly a portion of the facility to others should not be carried out by the lessee at any cost and any time, if found, the lease agreement will be terminated followed by legal action.
4. The approvals for Factory licence, MPEDA Registration, clearance from Pollution Control Board and any other clearances from any Govt. Body shall be obtained by the Lessee only at their own cost.
5. The liquid or solid waste materials will have to be removed from the premises on daily basis or after every shift and properly disposed off according to the existing laws. Ice or ice melt water from Plant should be discarded in the drainage system properly. The fees to the Pollution Control

Board, etc. statutory organizations / bodies are to be borne by the Lessee to the satisfaction of the Lessor.

6. The representative of TAFCOFED or their team shall inspect the facility and equipment at any point of time without issuing any notice

7. Any other mandatory formalities regarding the plant also shall be complied by the lessee.

8. The premises shall be kept clean as per standard norms, to the satisfaction of TAFCOFED, failing which appropriate action will be initiated against the Lessee.

9. Only the qualified, trained and experienced staff should be allowed to operate the machineries. The lessee should keep an operational manual in local language and maintain shift operation register properly.

10. The separate entrance provided should be used for entry of vehicles, personnel and they are not supposed to trespass the other areas of Lessor.

11. Staff or workers of the facility should not use it for lodging purpose and are required to leave the premises after their shift duty.

Name of the Property: Block Ice plant with 30 tons / day capacity and

Location :

S.No	Place
1.	Nagapattinam FH, Nagapattinam District

2. Name and address of the Officer

to whom the Bidder should address ;

Managing Director, TAFCOFED,  
Integrated Office Complex for Animal Husbandry,  
Fisheries and Fishermen Welfare Department,  
No.571, 4<sup>th</sup> Floor, Anna Salai, Nandanam,  
Chennai 600 035. shall be addressed

3. Demand Draft (Earnest Money Deposit)

Shall be drawn in favour of: The Managing Director, TAFCOFED, Chennai-35.

4. Demand draft payable at: Chennai (drawn from any Nationalised Bank)

## **Annexure – IV**

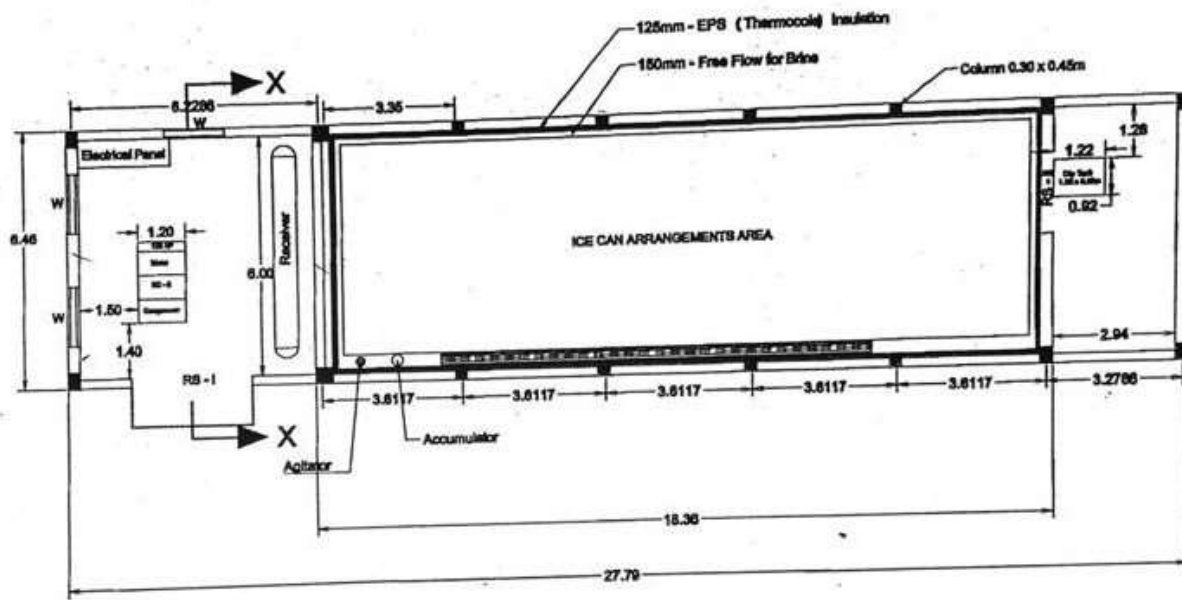
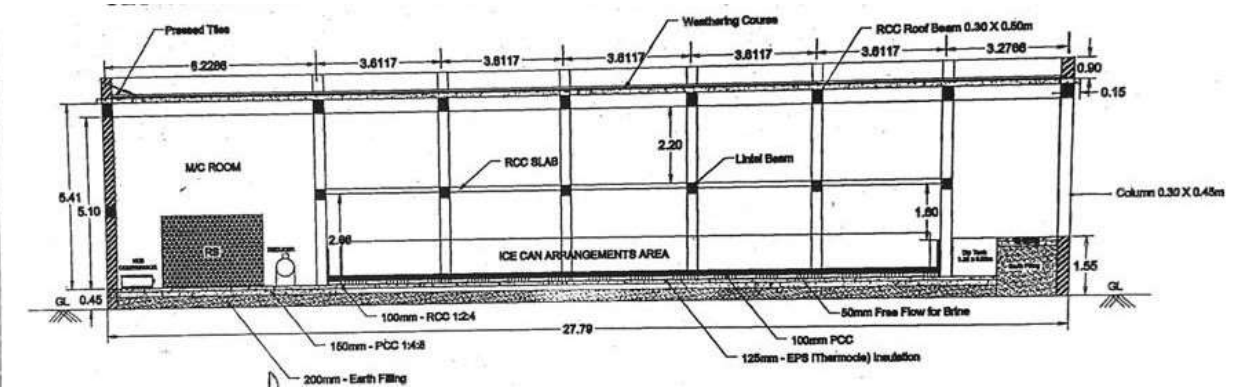
Facilities available at Block Ice Plant Capacity : 30 Tons

1. KC 6 Compressor with all its standard accessories like controls, stop valves, fly wheels and v belts etc,-1 No.
2. KIRLOSKER make 125 HP, SPDP slip ring induction motor – 1 No.
3. Preet Engineers make oil separator 16"x48" – 1 No.
4. KIRLOSKAR make water pump set 7.5 HP – 1 No.
5. MET make 125 HP motor oil immersed starter and rotor starter-1 Nos.
6. Preet Engineers make single row atmospheric type condensers made out of 2" M.S C' class pipes of TATA make 12 pipes high x 20 Ft long with GI sprinkling header & Valves – 15 Nos.
7. GI pipes and pipe fittings for condenser water circulation – 1 Lot.
8. Preet Engineers make ice tank coil made out of 1¼ MS 'c' Class pipes TATA make total 2400 rft with headers and necessary nozzles for valves – 1 No.
9. Preet Engineers make Ammonia Receiver 30"x20' – 1 No.
10. Preet Engineers make accumulator for the above Ice tank coil  
30"x4' – 1 No.
11. Super make Brine Agitator – 2 Nos.
12. KIRLOSKER make 5 HP motor for the above – 2 Nos.
13. 6mm thick MS plates complete with raceway of 3 mm sheeted to hold – 1 lot.
14. Insulation material for the sides & bottom of the Ice tank – 1 lot.
15. Preet Engineers make Ice cans 100lbs, capacity welded construction made from 16 GGP – 720 Nos.

16. Preet Engineers Ice harvesting arrangement consisting of the  
Following, a. Hand hoist – 1 set, b. Travelling crane and wheel –  
1 set, c. I Beam – 1 set.
17. Digital Thermometer with Brino meter – 1 set.
18. MS pipe and pipe fittings with SUPER make valves for  
Inter connection of ammonia equipments and compressor – 1 lot.
19. Wooden frame work and covers for the Ice tank – 1 lot.
20. Insulation for suction line with aluminium cladding – 1 lot.
21. Electrical panel board with aluminium bus bar, cables, switches,  
starters, wires etc, for interconnecting compressor motor  
starter, agitator with our sub panels – 1 lot.
22. First charge of compressor ammonia gas, oil transformer oil and  
salt for Brine solution – 1 lot.

## Annexure – V

layout /combined plant drawing.



Sl.No	Description	Size
1	Rolling Shutter (RS) - I	3.00 x 2.10 m
2	Rolling Shutter (RS) - II	2.00 x 2.10 m
3	Window	1.50 x 1.50 m

## **Annexure-VI**

### **Process Compliance Form**

(Bidders are requested to write this on the cover sign, stamp before submitting the bids (in a single sealed cover having Part-I bid sealed cover & Part II bid sealed cover)

To

The Managing Director,  
TAFCOFED,  
Integrated Office Complex for  
Animal Husbandry, Fisheries and Fishermen  
Welfare Department,  
4<sup>th</sup> Floor, Nandanam, Chennai-35.

Dear sir / Madam,

Sub: Acceptance to the Process related Terms and  
Conditions for the Tendering – reg.

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This has reference to the Terms & Conditions for bidding mentioned in the Notice Inviting Tender (NIT)

We hereby confirm the following:

1. The undersigned is authorized representative of the company.
2. We have carefully gone through the NIT, Tender Document and the Rules governing the tendering as well as this document.
3. We will honor the Bid submitted by us during the tendering.



4. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.

5. We are aware that if TAFCOFED has to carry out -tender again due to our mistake, TAFCOFED has the right to disqualify us for this tender.

6. We confirm that TAFCOFED shall not be liable & responsible in any manner whatsoever for my/our failure to submit offer on the tendering date due to any delay or any other unforeseen circumstances etc.

With regards

Signature with company seal

Name

Company / Organisation

Designation within Company / Organisation

E-mail ID:

Tel No: Mobile No:

## OFFER FORM

Upset Price :

Tender No.-----

(Rupees

Offer for lease of block ice plant with facilities at ----- .

Earnest Money Deposit

Demand Draft No.:

Dated:

For Rs.

(Rupees

Drawn at:

in favour of the Managing Director, TAFCOFED ,Chennai-35 payable at Chennai.

Signature:

Name & Designation:

Name of the Company with full address

(with office seal)

Place:

Date:

## **ANNEXURE VII**

TAMIL NADU STATE APEX FISHERIES COOPERATIVE FEDERATION LIMITED  
Integrated Office for Animal Husbandry and Fisheries and Fisherman Welfare  
Department, 4<sup>th</sup> Floor, Nandanam, Chennai – 600 035.

### **PROFORMA FOR FINANCIAL BID**

Name of the Tenderer:

Address

I hereby offer my annual tender rate for leasing of -----  
---ice plant at -----.

Rate of Rs.....(Rupees.....  
.....only)

\* GST applicable for lease shall be charged extra.

If the tender rate quoted by me is accepted, I am prepared to accept the tender terms & Conditions of the Tamil Nadu State Apex Fisheries Cooperative Federation Limited.

**Signature of Tenderer**

**(Name in Capital letter)**  
**With Seal and Address**