



ODISHA FISHERMEN'S COOPERATIVE CORPORATION LTD
(FISHFED),1
1st FLOOR MATSYA SADAN, CUTTACK ROAD,
BHUBANESWAR-751006
Ph No. 0674-2312770

**EXPRESSION OF INTEREST(EoI)
FOR ESTABLISHMENT OF AQUACULTURE FEED PLANT ON
PUBLIC PRIVATE PARTNERSHIP MODE**

EoI Notice No. 1532 / Date- 08th December,2017 / Corrigendum No. 1615 dated 27.12.2017 / 81 dated 20.10.2018/320 dated 24.02.2018 and 440 dated 23.03.2018

Expression of Interest (EoI) Proposals are invited from the eligible Entrepreneurs or Companies who are interested to establish and operate a "Self Sustainable **AQUACULTURE FEED PLANT**" in Public Private Partnership mode in Odisha.

The EoI document & Terms of Reference (ToR) may be obtained from FISHFED Office from 11.12.2017 Onwards till 17.04.2018.

Filled in EoI document should reach FISHFED, 1st Floor Matsya Sadan, Cuttack Road, Bhubaneswar-751006 with a non-refundable demand draft of 10,000/- towards the cost of the EoI document and GST@12% in favour of FISHFED, payable at Bhubaneswar.

EoI submission Due Date: Till 5 PM on 17.04.2018.

FISHFED reserves the right to reject any or all **Bid/Proposal** received without assigning any reasons whatsoever.

The corrigendum/amendment to this notice if required shall be published only in the FISHFED web site www.fishfedodisha.com and in the Director of Fisheries website www.odishafisheries.com and will not be published again in news paper.

**Sd/-
Managing Director**

EOI FOR ESTABLISHMENT & OPERATION OF AQUACULTURE FEED PLANT ON PUBLIC PRIVATE PARTNERSHIP MODE

DISCLAIMER

1. Though adequate care has been taken in the preparation of this Eoi document, the Bidder should satisfy themselves that the Document is complete in all respects.
2. Neither FISHFED nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this **Eoi** document. Each prospective Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this **Eoi** document and obtain independent advice from appropriate source before submission of this **Eoi** document.
3. Neither FISHFED nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this **Eoi** document.
4. FISHFED reserves the right, without any obligation or liability, to accept or reject any or all of the **Eois**, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever.
5. FISHFED reserves the right to modify or amend or add to any or all of the provisions of this Eoi document or cancel the present Invitation and call for fresh Invitations.
6. Neither FISHFED nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays.
7. The applicable laws for the purpose are the laws of India. Courts of Bhubaneswar will have jurisdiction concerning or arising out of this Eoi document.
8. The bidders are expected to know the relevant rules and regulations of the respective local authorities concerning the site and building-byelaws and City Development Plan.
9. FISHFED reserves every right / liberty to modify or add any clauses at any time in the MoU without any reason.

ABBREVIATIONS

Eol – Expression of Interest

GoO- Government of Odisha

GoI - Government of India

FISHFED- Odisha Fisheries Cooperative Corporation Ltd

COD- Commercial Operation Day

MoU-Memorandum of Understanding

ToR-Terms of Reference

SOP-Standard Operating Practice

QA-Quality Assessment

FSSAI-Food Safety Standard Authority of India

HACCP-Hazard Analysis and Critical Control Point

NABL-National Accreditation Board for Testing & Calibration for Laboratories

GMP-Good Manufacturing Practices

BPR-Brief Project Report

E&O-Establishment and Operation

EMD-Earnest Money Deposit

SCHEDULE OF BIDDING PROCESS

The indicative timetable for development of this project is as follows:

Activity Scheduled Date

Publication of Eol	08.12.2017
Due date for Eol document submission	Till 5 PM on 17.04.2018

TERMS OF REFERENCE

1. PREAMBLE

A **Concept Plan** has been conceived by Odisha Fisheries Cooperative Corporation Ltd., **1St Floor Matsya Sadan, Cuttack Road, Bhubaneswar-751006**, for establishment of “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed under Public Private Partnership mode.

- 1.1 The Objectives and the *modus-operandi* for the implementation of the envisaged “Concept Plan” has been discussed in the ensuing sections.

2. OBJECTIVES OF CONCEPT PLAN:

- ✓ For effective and optimum utilization of the Aqua Culture available in Odisha State.
- ✓ To Provide Nutritious & standard Feed to Fisherman & Fish Grower on reasonable price.
- ✓ To decipher the Processes, Technologies and the Results of Research & Development amongst the Fisherman & Fish Grower.
- ✓ Value Addition for Aqua Culture at the grass root level.
- ✓ To ensure Synergy between various limbs of the Government, Semi-Government and Public Enterprises to achieve a common goal of Employment Generation, Industrial & Socio-Economic Development and Public Welfare.

3. PARTNERS:

- **FISHFED Ltd., 1St Floor Matsya Sadan, Cuttack Road, Bhubaneswar-751006.**
- A Firm /Company as “Private Partner” to be selected by the **FISHFED** through a Structured Procedure.

4. BI-PARTY Agreement:

- 4.1 A Bipartite **Agreement** will be executed between the Odisha Fisheries Cooperative Corporation Ltd.(**FISHFED**), known as **First Party**, and Private Partner known as **Second Party** for the implementation of the afore-mentioned Concept Plan.
- 4.2 An identified Piece of Land would be made available to the Private Partner, under Public Private Partnership Mode; if required by Private Partner; for the establishment of the **Plant**. The Yearly Rent as per the guideline of Revenue Rate of District for the earmarked Land would be decided by the “Monitoring Management Committee” to be constituted by FISHFED Ltd. for the *day-to-day* operation of **Plant** after the selection of Private Partner.

5. PUBLIC PRIVATE PARTNERSHIP MODE:

The proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed will be established by Private Partner in Public Private Partnership Mode. The Private Partner will be selected by FISHFED Ltd. through **EoI Process**.

6. COMMENCEMENT & VALIDITY OF THE AGREEMENT

- 6.1 This Agreement shall commence from “Effective Date” and shall be valid for a period of **20 years from the date of MoU**.
- 6.2 The COD of the facility proposed to be created by the Second Party shall be within 6 Months *w.e.f.* the date of handing over of physical possession of Land

identified/earmarked for the proposed Project by the First Party. The Second Party shall communicate to the First Party in writing about the **COD. If the second party is unable to start the commercial operation within 6 months after handing over the land then it will be treated as cancelled automatically.**

6.3 The Agreement can be renewed for a further term, as may be agreed between the Parties; **Six Months** before the expiry of this period subject to mutually agreed terms and conditions.

7. WORK PROPOSED:

7.1 Aquaculture Feed Plant Unit:

Required to setup a 5- 10 Ton per Hr Capacity Floating & Sync Aqua Culture Feed Plant initially. The Installed Capacity could be enhanced, as per the need of State. Plant will be capable to produce both sync type & Floating type feed.

7.2 Retail Outlets:

Modern hygienic shops in Block Headquarter & in all major cities proposed to be open through SHG/ Group/ Individual Entrepreneur/ **Cooperative Institution** to market the products.

7.3 Any other infrastructure facility for plant/ machinery/ resources **development** will be created as per the demand/ requirement of FISHFED or market demand **or suggested by FISHFED.**

8. SUPPLY & PURCHASE OF PRODUCTS

8.1 The Second Party shall Process Aqua feed and supply the same to the First Party in Pack Sizes as may be required by the First Party from time to time subject to the limitation of the manufacturing facilities.

8.2 The Second Party shall procure Processed/Semi-processed Additives (*if need be*) and the Packaging Material as per the Design, Brand, Pack Size, Material and need of First Party.

8.3 The Second Party envisages establishing a Aqua Feed Plant having an Installed Capacity of **5- 10 Ton per Hr** of the Products Processed & Packed including all variants of Products. The Installed Capacity can be enhanced up to **required quantity** by mutual consent of all Parties depending upon the requirements.

9. PRODUCTION SCHEDULES, QUALITY CHECKS & DISPATCH PLANS

9.1 The First Party jointly with Second Party provide on a Monthly Progress Plan on the requirement of the Products. Such estimated Process Plan shall be used by the Second Party to plan its Production Schedules and to make appropriate arrangements for Production Planning and Coordination.

9.2 The Second Party's Analytical Laboratory shall be fully equipped for the necessary testing facilities of Products and the First Party's QA Team shall be allowed to use the "Lab." for Testing and validation of the test reports of the Second Party. The First party shall also at liberty to use the testing facilities at their own for validation of test Reports.

9.3 The Second Party shall provide the test report along with the Finish Goods dispatches.

9.4 The Second Party shall adhere to the Provisions of **FSSAI** and other statutory norms. All the Parties shall make necessary application to **FSSAI** for processing and packing of Aqua Feed.

9.5 The samples shall be tested as per prescribed SOP and the Second shall keep the samples as prescribed.

10. **MANUFACTURE PROCESS & PACKING OF PRODUCTS**

10.1 The Second Party shall ensure that the Products supplied to the First Party are of High Quality, free from impurity of any kind whatsoever and confirms to the standards defined under the FSSAI Act, 2006/ Rules/ Regulations - 2011 or as may be amended from time to time, falling which the Second Party shall be responsible for all legal consequences thereof.

10.2 The Second Party shall check the Chemical, Physical & Bacteriological Quality and all Parameters as defined in the FSSAI Standards for each and every batch of all variants of all Products manufactured by them under this AGREEMENT and shall maintain updated records for Analysis and Bacteriological Quality on the regular basis.

10.3 The Second Party would ensure that the Analysis and Bacteriological Record for each and every batch shall be kept in safe custody for a minimum period of 1 year and shall be provided to the First Party as and when required.

11. **DEVELOPMENT OF INFRASTRUCTURE**

11.1 FISHFED will provide identified Land in **PPP mode** to the Second Party (if required) for the Projects; to setup different projects on Long Term Lease for **20** Years & thereafter up to subsisting of Agreement in the event of extension.

11.2 In case of the Termination of this Agreement, under the condition(s) as prescribed at Agreement; or the Non-Renewal of the Agreement at its expiry; FISHFED will continue the Agreement for the use of Land allotted for the establishment of envisaged "Facilities" for the remaining period of Long Term Lease for **20** Years. Under such circumstances, the Second Party shall be liable to compensate to FISHFED, on yearly basis; an amount decided towards the Use of Land as per the Prevailing Revenue Rent Rates of District.

11.3 The Site Development, Internal Roads, Boundary, Water Supply System, Power Supply System, Construction of Buildings & Industrial Sheds, the Plant & Machinery, Equipments and all other relevant Infrastructure required for the Project shall be arranged, established, maintained and managed by the Second Party.

12. **WARRANTIES BY THE FIRST PARTY**

12.1 The First Party may provide / **supervise time to time** a full time QA Team to avoid any Pre & Post Processing issues & non-conformity with respect to Quality & Standards of "Products" supplied & processed by Second Party and to ensure Quality & Quantity of Raw Material & Finished Products *w.r.t.* Safe Handling, Hygiene, Norms, Parameters, Packaging, Weight, Size, Storage, Losses occurred *etc.* during Processing, Manufacturing, Packing *etc.* of "Products".

12.2 The Design & Printing Specifications of Packing Material shall be made available by First Party to the Second Party. The Packing Material shall contain mark "Processed & Packed by **second party** and marketed by "FISHFED" **or their authorized representative/ organization.**

12.3 First Party shall ensure the requisite Quality Standards & Quantity of "Products" before dispatch from the Project Premises. The **Second** Party shall not shoulder any responsibility *w.r.t.* the Quality Standards & Quantity of "Products" post dispatch occurrences after its "Expiry Date". However, degradation of quality &

Quantity due to faulty processing process, the Second party shall be liable for consequences both in Civil & Criminal..

- 12.4 The First Party shall ensure restriction on sale of “Puffed”, “Leaky” and “Post Expiry Date” Products and further such Products, which may cause Health Hazard and/or Food Poisoning.
- 12.5 The First Party shall be liable for any debts or liabilities of its own.
- 12.6 The First Party shall, at all times, conduct its business in accordance with the applicable Statutes, Regulations, Notification *etc.* issued by the Government, FSSAI, Hazards Analysis and Critical Control Point (**HACCP**) or any other Statutory Regulations, *in vogue*. Any liability arising out of any breach or non-compliance by First Party of any such Statute, Regulation *etc.* shall be in the Sole Responsibility of First Party and under no circumstances Second Party shall be liable for any such breach or non-compliance by First Party.
- 12.7 The First Party shall have the right to randomly get examined/ tested the samples in its own Lab or any other National Accreditation Board for Testing & Calibration for Laboratories (**NABL**) and/or **FSSAI** accredited Laboratory for assuring the pre-defined quality of “Products” for the desired specification as mutually agreed upon between the Parties.
- 12.8 The First Party shall promptly but not later than 7 days communicate to the Second Party of any discrepancies in the agreed quality or quantity of “Products” and may ask for rectification in the next lot of “Products”.
- 12.9 The First Party may consider to utilize the Services of Second Party for the Backward and/or Forward Integration of its Process, if need be; on Cost basis.

13. WARRANTIES BY THE SECOND PARTY

- 13.1 Second Party shall be responsible for Supply & Process of “Products” of predefined Quality and timely delivery of “Products” as per supply order. However, SELECTED PRIVATE PARTNER shall not responsible for failure of supply of “Products” in a situation beyond its control *i.e.* due to Strike, Intermittent Failure of Plant & Machinery, and Interruption in Power Supply, Natural Calamities *etc.*
- 13.2 Second Party shall ensure that the Raw Material and Packaging Material, as also the Products shall be manufactured/Processed, Stored and Packed in a Safe, Hygienic and Sanitary Environment in accordance with Good Manufacturing Practices (GMP).
- 13.3 Second Party shall ensure the compliance of Schedule 4 of Food Safety and Standards Regulations - 2011.
- 13.4 The Products shall be manufactured in strict compliance with the FISHFED specifications or mutual specification and Food Safety and Standard Act- 2006, Rules- 2011 & Regulations- 2011 and/or any other Law applicable from time to time including the Legal Metrology Act -2009 & Rules- 2011.
- 13.5 The Manufacture and storage of the Products shall be in conformity with the Specifications and the Quality Standards, Warranty and other requirements under the provisions of the Food and Safety Standard Act - 2006, Rules- 2011 & Regulations- 2011 as amended from time to time and or Rules framed there under and/or any other Law for time being in force and applicable for the Product and to the facility.

- 13.6** Second Party has and will have at all relevant times hereto, Equipment and Production Capacity at its facility to Manufacture/Process the Products as per the specifications and to fulfill requirements of the FISHFED.
- 13.7** Second Party shall obtain and maintain in force all Permits, Consents, Approvals, Sanctions, Licenses and No Objection Certificates *etc.* that may be required under any Law, Rules and Regulations for the time being in force and amendments from time-to-time; which are necessary for carrying out its obligations under this Agreement.
- 13.8** Second Party shall ensure to take full responsibility for any damages in case of occurrence of any such event without inflict of irreparable damage to the Name, Fame, Credential, Reputation and/or Legal Obligation on FISHFED.
- 13.9** The Second Party shall be liable for any debts or liabilities of its own.
- 13.10** The Second Party company shall, at all times, conduct its business in accordance with the applicable Statutes, Regulations, Notification *etc.* issued by the Government, FSSAI, Hazards Analysis and Critical Control Point (**HACCP**) or any other Statutory Regulations, *in vogue*. Any liability arising out of any breach or non-compliance by SELECTED Second Party of any such Statute, Regulation *etc.* shall be in the Sole Responsibility of SELECTED PRIVATE PARTNER and under no circumstances FISHFED shall be liable for any such breach or non-compliance by SELECTED Second Party.

14. PACKAGING MATERIAL & PACKING

- 14.1** Subject to the terms of this AGREEMENT, the Second Party shall pack the products in accordance with the Packaging Instructions and in Packaging Materials and Designs and Specifications provided by the First Party from time to time. All Packaging Material shall contain mark "Packed & Processed by Second Party & marketed by FISHFED" having its Registered Address & Corporate Address.

15. STORAGE & DELIVERY OF PRODUCTS

- 15.1** The Second Party shall deliver the Products as per the Process Plan and other Terms and Conditions stipulated by the First Party from time to time.
- 15.2** The Second Party shall be making its own arrangement of staff at its Cost, arrange periodical deliveries of the requisite quantities of the Products at the Dispatch Point (Factory Godown of Second Party).
- 15.3** Unloading and Loading arrangements at the Project Site of the Second Party shall be made by the Second Party for which no extra amount shall be payable by the First Party.
- 15.4** The Second Party shall store Finished Products and Packing Materials at its Factory Warehouse in Covered Area, in Safe, Hygienic and Sanitary conditions.

16. PRICE AND PAYMENT TERMS

- 16.1** If First Party making invoice on behalf of Second Party than First Party will release the payment "Payment after payment" process to Second party ; where ever required.
- 16.2** The Second Party should release the Profit share of First Party within 15 days of finalization of Balance sheet.

17. INSPECTION AND DEFECTS IN PRODUCTS

- 17.1 It is agreed and understood by the Second Party that the First Party Officials/Representatives/Authorized Persons will have right to inspect/audit the Project Premises at any time especially the Departments of Manufacturing, Production, Packing, Dispatch, Warehouse and Water/Air Pollution Control/Treatment Plant *etc.* during validity of this Agreement from time to time with consent of Second Party.
- 17.2 The First Party shall have the right to reject any of the Product/Material in process partly or wholly which are/is sub standard, defective or not conforming to the specifications/requirements of the First Party/FSSAI and or in violation of FSSAI & Legal Metrology Act/Rules as amended from time to time. However, maintaining the quality of Product as per norms shall be the responsibility of the Second Party.

18. TRADEMARK & BRAND NAMES

- 18.1 The First Party & Second Party shall ensure that the Trade Share and Designs and all rights and interests attached *thereto* shall at all time vest with the Second Party.
- 18.2 It is understood that the First Party shall not acquire and undertakes that it will not claim (whether during the pendency of this Agreement or even thereafter) to have acquired any title in and to the Trademark adverse to the Second Party by virtue of the rights hereby granted to the First Party or through use by the First Party of the Trade Share and Designs pursuant *hereto*, it being the intention of the Parties *hereto* that all use of the Trademark and Designs by and shall at all times insure to the benefit of the SELECTED Second Party and that all title and property in the Trademark and Designs shall continue at all times to vest solely and absolutely in the SELECTED Second Party.
- 18.3 The First Party shall not infringe, copy, imitate or otherwise interfere with the Brand Names, Trade or Merchandise Share or Devices or Designs or Copyright belonging to or licensed to the SELECTED Second Party (hereinafter referred to as "Intellectual Property").
- 18.4 The First Party does not acquire any rights whatsoever in the Intellectual rights by virtue of the transactions contemplated hereunder or otherwise.

19. CONFIDENTIAL INFORMATION

- 19.1 First Party shall keep secret and confidential all Information, Data, Recipes, Specifications, Designs, Shapes, Technical Known How or Manufacturing Formula of the Products and Packaging Materials and or any Confidential Information received by it from the Second Party during the pendency of the Agreement; shall not, directly or indirectly, disclose, divulge, communicate or reveal to any Third Party/Person/Individuals/Companies/Institutions *etc.* at any cost either during the pendency of this Agreement or at any time thereafter unless so authorized in writing by the Second Party.
- 19.2 The Provisions of this clauses shall not apply to Confidential Information if the same is or comes within the Public Domain through no act of a Party or was in the possession of the Party prior to its disclosure under this AGREEMENT and such Party can so prove or is independently developed by the Party and such Party can so prove or is received by the Party from another source without restriction on disclosure.

20. FORCE MAJEURE

- 20.1** The failure or delay of any Party to perform any obligations under this AGREEMENT solely by reason of act of God, Acts of Government (except as otherwise enumerated herein), Riots, Wars, Strikes, Lockouts, Accidents in Transportation or other causes beyond its control (collectively referred to as the “**Force Majeure**”) shall not be deemed to be a breach of this AGREEMENT, provided that the Party so prevented from performance of its obligations herein, shall not have caused such Force Majeure.
- 20.2** The Party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this AGREEMENT.
- 20.3** Except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within Seven Days after the occurrence such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.
- 20.4** In the event of Force Majeure persists for a consecutive period of more than 3 months then the other Party shall have the option to terminate the AGREEMENT without incurring any liability. This shall be applicable only in case of Labour Strike and Lock Out Circumstances.

21. EMPLOYEES OF THE SECOND PARTY

- 21.1** The Second Party shall be solely and wholly responsible for the employment of its Workers and for discharging all obligations to or in connection with such Employees for Payment of Wages, Salaries and providing all Amenities and benefits that may be required according to the Law for the time being and from time to time in force and applicable to its establishment and/or for the Workers employed in connection with this Agreement.
- 21.2** It is expressly agreed between the Parties that any Statutory Liability arising out of Employment, Non-employment (including accidents) and Non-payment of Statutory Benefits to its Workers will be to the account of the Second Party.
- 21.3** That the Second Party shall ensure the compliance of all applicable Laws/Rules/Regulations/Circulars/ Notifications/ Ordinances/ Guidelines etc. issued by the different Departments of State/Central Governments from time to time under Food Laws or any other Enactments required for the execution of this Agreement. Any loss or damages caused due to non compliance, the SELECTED Second Party shall take all responsibility.

22. MODIFICATION & AMENDMENT IN THE AGREEMENT

- 22.1** No modification and amendment of the terms and conditions of this AGREEMENT shall be valid or binding unless made in writing and duly executed by the Parties. Any Term, Condition and Clause of this AGREEMENT can be modified and or amended with mutual written consent of the Parties.
- 22.2** Any such amended Terms Conditions and/or Clause shall be binding upon the Parties during the pendency or extended period of the AGREEMENT.

23. REPRESENTATION & WARRANTIES

Each Party represents and warrants to the other that:

- 23.1** It has full Power and Authority to enter into and to discharge its responsibilities under this AGREEMENT.
- 23.2** The making and performance of this AGREEMENT does not violate any applicable Law or violate any other AGREEMENT to which it is a Party.
- 23.3** The First Party has not entered or shall not enter into any similar arrangement of its own or understanding with any other Manufacturer and/or Supplier, without mutual written consent with Second Party for “Products” during the entire period of this AGREEMENT.
- 23.4** In case of increase in demand for supply of “Product” and the Second Party fails to supply such Quantity & Quality due to limitations of “Facilities”, the First Party shall advise the Second Party to enhance its Installed Capacity within a stipulated Time Frame, which would be not less than 6 Months; to meet the increased Demand. However, on denial/inability to enhance the Installed Capacity by Second Party the First Party will be at liberty to enter into any similar AGREEMENT or Binding Contract with other for establishment of another Project. In the event of enhancement of Installed Capacity by the Second Party the Minimum Supply Guarantee of Raw Aqua Culture by First Party to Second Party will be increased on “pro-rata”.
- 23.5** In case Second Party fails to deliver the requisite Processing & Packing Work in the desired time the First Party reserves the rights to get the Product processed elsewhere after service of Notice not less than a period of 3 months. If Second Party fails to improve/enhance its capacity within period specified the said notice, which in no case shall be less than 60 days or refuses to do so then the First Party reserves the rights for entering the AGREEMENT for the exceeding capacity only.

24. DAY-TO-DAY MANAGEMENT

- 24.1** A Committee shall be formed by All the Parties for Day-to-Day Management of the “Project” and “Facilities” and evaluation & recommendations for fixing, revision, variation *etc.* of Prices, addition/deletion of Products, improvement in Packaging Size, Design *etc.*
- 24.2** The Members of the Committee – titled “Management Committee” shall be as under:
 - I Chairman of FISHFED - Chairman**
 - II Managing Director, FISHFED - Member**
 - III Representative of SELECTED PRIVATE PARTNER - Member Secretary**
 - IV Representative from Lease Holder selected by FISHFED - Member**
- 24.3** The Meeting of the “Management Committee” shall be convened at least on quarterly basis by the Member Secretary or Director by the Chairman if necessary at any time.

25. MARKETING

- 25.1** The Products prepared under this scheme would be marketed by FISHFED as well as Second Party and also equal responsible to Market through its existing Channel & Government sector.

26. FINANCIAL BENEFIT TO FISHFED:

- 26.1 Stack Holding :
- 26.1.1 FISHFED will get best offered % stack made by SELECTED PRIVATE PARTNER if the 100% of Capital investment provided by FISHFED. Rest investment & working capital will be arrange by SELECTED PRIVATE PARTNER.
- 26.1.2 FISHFED will get best offered % stack made by SELECTED PRIVATE PARTNER if the no Capital investment provided by FISHFED. All capital investment & working capital will be arrange by SELECTED PRIVATE PARTNER.
- 26.2 After completion of tenure of Agreement all properties generated through project will remain the property of FISHFED.
- 26.3 Project in which FISHFED invest 100% of capital investment FISHFED will get Best offered Minimum Annual premium/ Minimum Guarantee amount which will be decided by the "Management Committee" for individual project. This amount will be deducted from the share amount of FISHFED in case profit is higher than the Minimum Annual premium/ Minimum Guarantee amount.

27. NOTICES

- 27.1 All Notices, Requests for written approval and other communication provided for in this AGREEMENT shall be submitted in writing and transmitted by Registered Post, Prepaid Registered Airmail, Courier Service, E-mail or Facsimile transmission as follows:-

If to First Party:

The Managing Director,
Odisha Fisheries Cooperative Corporation Ltd (FISHFED),
1st floor Matsya Sadan, Cuttack Road, Bhubaneswar-[Odisha] 751006,
Tel. No.: 0674- 2312770
Email – fishfedodisha@gmail.com Fax-

If to Second Party

The Managing Director,
SELECTED PRIVATE PARTNER LTD.

REGISTERED OFFICE:

- 27.2 Such Notices or other communications shall be deemed to have been validly given on:
- 27.2.1 SEVEN (7) days after if transmitted by Mail;
- 27.2.2 SEVEN (7) days the date of receipt, if transmitted by Courier; or
- 27.2.3 SEVEN (7) days the date immediately after the date of transmission with confirmed answer back, if transmitted by E-mail or facsimile transmission, which ever shall first occur?
- 27.3 Either Party may, if need be; change its address or representative for receipt of notices or other communications provided for in this AGREEMENT by giving the other Party not less than fifteen days prior written notice in the manner prescribed herein above.

28. TERMINATION OF AGREEMENT

- 28.1 This AGREEMENT shall commence from the date of Signing and shall continue for an exclusive period of **20 (Twenty)** years, which may be extended by the mutual written consent of the Parties *hereto*.
- 28.2 This Agreement may be terminated by either Party:
- I. In the event the either of the Party is declared as insolvent by a Court of Law having jurisdiction over the Parties *hereto* or

- ii. Upon the appointment of any Receiver or Trustee to take possession of the Property of the either of the Parties *hereto* or
 - iii In the event of a Material Breach of any of the provisions *hereof* by either of the Parties *hereto* and if such Breach is not addressed within 20 (Twenty) Business Day of such Material Breach.
- 28.3** The Expiration or Termination of this AGREEMENT for any reason whatsoever shall not relieve the Parties *hereto* from its obligations to perform, in accordance with the Terms and Conditions of this AGREEMENT, pursuant to any order received and accepted prior to the effective date of such termination or expiration.

29. CONSEQUENCES OF TERMINATION

- 29.1** Upon Termination of the AGREEMENT, the Second Party shall against payment received from the First Party herein, forthwith hand over to the Representative or Authorized Person of the First Party:
- i All Stocks of the Products manufactured by the Second Party pursuant to and in terms of this AGREEMENT.
 - ii. All unutilized Raw Material and Packing Materials meeting to the quality norms and all the specifications in connection with the Products.
 - iii. All documents pertaining to Raw Material and Packaging Materials in connection with the Products or orders placed or for Raw Material and Packaging Materials in transit, in accordance with this AGREEMENT.
 - iv. The deposit and advance given under this AGREEMENT.
- 29.2** The Second Party shall borne all loses, damages sustain to First Party due to latches attributable to the Second Party.

30. ARBITRATION

- 30.1** Any dispute or difference between the parties as to the effect, interpretation or application of this AGREEMENT or as to their rights ,duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this AGREEMENT (hereinafter referred to as 'The Difference') shall be resolved amicably through negotiations. Such negotiations shall commence within a period of thirty days of the issue of notice by either Party calling for the same (hereinafter referred to as '**The Notice**').
- 30.2** In the event that such negotiations fail to resolve "The Difference" within a period of thirty days from the date of receipt of Notice by the other Party, either Party may invoke this Arbitration Clause under notice to the other. "The Difference" shall be referred to and finally resolved by a sole Arbitrator to be nominated by both the Parties in accordance with the Arbitration & Conciliation Act- 1996 & its subsequent amended provisions.
- 30.3** The place of Arbitration shall be BHUBANESWAR (Odisha) only and the language of arbitration shall be English.
- 30.4** The Award of Arbitration shall be final and binding upon both the Parties.

31. JURISDICTION

Subject to Clause No.: 30, the Court of Bhubaneswar (Odisha) will have Jurisdiction to try the matter relating to the Arbitration proceedings.

32. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the Laws of India and the Parties agree to submit to the Sole Jurisdiction Courts in Bhubaneswar (Odisha).

33. **GENERAL**

33.1 This AGREEMENT may not be altered or modified except by a written agreement or addendum signed by Authorized Representatives by all the Parties.

33.2 No delay or failure of either Party in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this AGREEMENT.

33.3 If any provision, or portion *thereof*, of this AGREEMENT is invalid or unenforceable under any applicable Statute or Rule of Law, the AGREEMENT shall be valid except it is to that extent to be deemed omitted.

34. ***MODUS OPERANDI:***

- Selection of the Private Partner.
- Execution of **Agreement** by the Both the Partners.
- Initiation of the individual activities in synergy.
- Implementation of the Concept Plan.
- Establishment of the “Aquaculture Feed” for Manufacture of Aquaculture Feed by **Private Partner** in Public Private Partnership Mode, as first step towards the Implementation of the Concept Plan.
- Exploration of any additional Forward & Backward Integration Opportunities with FISHFED and the Co-operative of FISHFED in district level.

35 **METHODOLOGY:**

- ❖ The “ Monitoring Management Committee” would meet at least **once in three months or as deemed necessary by the Members of the Committee** at a pre-decided place for Price Review, exchange of Thoughts, Researches, Technologies, Resources, possibilities of Entrepreneurial Intervention *etc.*
- ❖ An Integrated and Concentrative Approach would be derived for the successful implementation of the Concept Plan so as to achieve the envisaged Objectives.

36. **LEGAL LIABILITIES**

36.1 The fulfillment of all kinds of Legal & Statutory Conditions and/or Requirements *w.r.t.* Labour Law, Industrial Safety, Provident Funds, Factory Law, Income Tax, Central Sales Tax, Commercial Tax, Excise Duties, Entry Tax, GST, Insurance, Interest on Term Loan & Working Capital, Repayment of Term Loan and any other such Laws and Regulations governing an Industrial Unit would be sole responsibility of the Second Party.

36.2 The overall Security of the Entire Premises inclusive of all the Fixed Assets, Immovable Properties, Movable Properties and the Protection of the Secrecy of the Documents, Processes *etc.* would also be the responsibility of the Second Party.

37. BRIEF PROJECT REPORT

37.1 A Brief Project Report (**BPR**) for the proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed would be prepared by the Selected second Party, as per the Terms specified in the Term of Reference (**ToR**).

37.2 The **BPR**, *inter-alia*; is expected to elaborate the Installed Capacity, Product Mix, Annual Sales Realization, Annual Cost of Raw Material, Annual Cost of Additives, Requirement of Utilities (*i.e.* Power, Water, Fuel & Steam), List & Cost of Plant & Machinery and the Name & Addresses of Identified Manufacturers with the facilities After Sales Services in India, Details of Buildings & Cost *thereof*, Cost of Processing and Cost of Production, Estimated Profitability, Marketing Plans *etc.*

38. THE PURPOSE OF EoI

38.1 The Purpose of the **EoI** is for the **Selection** of an Entrepreneur or an Applicant for Establishment & Operation (**E&O**) of the proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed in Odisha.

BIDDING PROCEDURE

PREPARATION AND SUBMISSION OF EoI

1. Language

The **EoI** and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the **EoI** may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the **EoI**, the English language translation shall prevail. It should be noted that any document in foreign language, not accompanied by an English version and duly authenticated, will be liable for rejection.

Correspondence / Enquiries

All correspondence / enquiries should be submitted to the following in writing by fax /post / courier:

2. Instruction to the Applicant (Private Partner)

2.1 The Procedure for Submission of EoI

2.1.1 The EoI is to be submitted in two separate sealed Envelopes – One each for the Technical Proposal (Annexure- 1,3) & Financial Proposal (Annexure- 2) both put together in another sealed Envelop scribed at the top as the EoI for Establishment & Operation (**E&O**) of the proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed. All the Three Envelopes shall have to be addressed to the Managing Director, Odisha Fisheries Cooperative Corporation Ltd. (**FISHFED**), **1St** Floor Matsya Sadan, Cuttack Road, Bhubaneswar-**751006**. If the said procedure is not followed the **EoI** is liable to be rejected.

2.1.2 The Name of the Proposal (*i.e.* Annexure- 1,3) the Technical Proposal on the first Envelope, the Financial Proposal (Annexure- 2) on the second Envelope and the **EoI** for Establishment & Operation (**E&O**) of the proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed. **on the Second Envelope, in which the First & Second Envelopes are to be put**), The Notification No. of the Invitation of **EoI**, Date & Time of Opening of the **EoI** and the Name & Address of the Applicant must be scribed on all the Envelopes.

2.1.3 In no circumstances the Rates should be quoted in the Technical Proposal. In case the same is found in Technical Proposal the submitted **EoI** is liable to be rejected.

2.1.4 The Applicant must sign every page of the Technical & Financial Proposal.

- 2.1.5** There should not be any over-writing on the Format of the Technical & Financial Proposals and the Cutting must be duly attested with the signature of the Applicant.
- 2.1.6** The Person or Persons signing the Documents *w.r.t.* the **EoI** shall state in what capacity he or she or they are signing the same e.g. Partners of the Partnership Firm or the Managing Director/Director of a Company. In case of the Partnership Firm the names of all the Partners should be recorded in the Technical & Financial Proposals and the same should be signed by all the Partners or their duly constituted Attorney having authority to bind all the Partners in all matters pertaining to the **EoI** as recorded in the Power of Attorney or in the Partnership Deed. The Copy of the Partnership Deed should be attached. In case of the Private or Public Limited Company the Technical & Financial Proposals shall be signed by a Person empowered to do so by the Company. The Copy of the Certificate of Incorporation, Article of Association & Memorandum of Association *w.r.t.* the Company, the letter authorizing the Person signing the **EoI** documents and/or the Power of Attorney should be attached.
- 2.1.7** In case of a Person signing the Documents pertaining to **EoI** on behalf of another Person or on behalf of a Firm or a Company shall enclose with the Technical Proposal the Power of Attorney or deed duly executed in his favour or the Partnership Deed giving him such power showing that, he has the authority to bind such other Person(s) or the Firm, as the case may be; in all matters pertaining to the **EoI**. The Power of Attorney should be signed by the Managing Director/Director who by his signature can bind the Company; as the case may be.
- 2.2 The EoI Format & Documents**
- 2.2.1** Any amendment in the **ToR** will be duly notified through FISHFED Office only.
- 2.3** Both – the Technical & Financial Proposals shall have to be submitted in the separate prescribed Formats only as appended at the end of Annexure-1 , 2 & 3).
- 2.4 The Date of Submission**
- 2.4.1** The Last date for submission of **EoI** will be 17.04.2018 up to 5.00 p.m. at the Office of FISHFED situated at **1St** Floor Matsya Sadan, Cuttack Road, Bhubaneswar-**751006**.

- 2.4.2** The proposals received after the specified date and time shall not be considered and shall be returned unopened.
- 2.4.3** The Proposals once submitted will not at all be allowed for any kind of modification/addition/alteration *etc.*
- 2.4.4** The Telegraphic/Telex/E-mail **EoI** shall not be accepted.
- 2.4.5** The Bidder (Person/Firm/Company) will have to pay a sum of **Rs. 1.00 Lakh** (Rupees One Lakh only) towards the Earnest Money Deposit (**EMD**) along with the **EoI** by Demand Draft in favour of Managing Director Odisha Fisheries Cooperative Corporation Ltd. (**FISHFED**) drawn on any Nationalized/Scheduled Bank payable at Bhubaneswar [Odisha].
- 2.5** The instrument of **EMD** (Demand Draft) shall have to be enclosed with the Technical Proposal.
- 2.6** The release of the **EMD** would be as per following:
- 2.6.1** In case of the rejection of the Technical Proposal of the Applicant the **EMD** would be released within 30 Days from the date of opening of the Technical Proposal.
- 2.6.2** In case of the rejection of the Financial Proposal of the Applicant the **EMD** would be released within 30 Days from the date of opening of the same **except** of those Bidders who have offer the Maximum, Second & Second Best Share.
- 2.6.3** In case of the **failure** in terms of signing the Agreement for **E & O** of the proposed **Plant** by the selected Bidder who has offered “Maximum Share” within 15 Days from the day of issue of offer letter to the selected bidder; his **EMD** will be **forfeited** and the sanction of his proposal will be canceled. Otherwise the **EMD** will be converted into Security Deposit in case of his selection for signing of **Agreement** for the **E & O** of the proposed **Unit**; if the **Agreement** is executed within the stipulated time period.
- 2.6.4** In case of the **failure** by the selected Bidder, who has offered “Maximum Share”, in signing the **Agreement** within the stipulated time period (*i.e.* 15 Days as specified in **2.6.3** above), invitation to the Bidder who has offered “Second Maximum Share” would be issued for negotiations. The **EMD** of this Bidder will be converted into Security Deposit in case of his selection for signing of **Agreement** for the **E & O** of the proposed **Unit**; if the **Agreement** is executed within the stipulated time period. In case of **failure** by the Bidder who has offer the Second Best Share after selection to sign the **Agreement**

within 15 Days from the date of his Selection, his **EMD** will be **forfeited** and the sanction of his proposal will be cancelled. In case of failure of the negotiations with the Bidder who has offer Second Best Share, due to any reason(s); his **EMD** will be released within 30 Days from the Date of negotiations.

2.6.5 In case of the **failure** by the Bidder who has offer the Second Best Share or failure of the negotiations with him, invitation to the Bidder who has offer the Second Best Share would be issued for negotiations. The **EMD** of this Bidder will be converted into Security Deposit, in case of his selection for signing of **Agreement** for the **E & O** of the proposed **Plant**. In case of **failure** by the Bidder who has offer the Second Best Share after selection to sign the **Agreement** within 15 Days from the date of his Selection, his **EMD** would be **forfeited** and the sanction of his proposal will be cancelled. In case of failure of the negotiations with the Bidder who has offer the Second Best Share, due to any reason(s); his **EMD** will be released within 30 Days from the Date of negotiations.

2.6.6 In case of the signing of **Agreement** by the Bidder who has offer the **Maximum Share** within the stipulated time frame the **EMD** of both the Bidders who have offer Second & Second Best Share will be released within 30 Days from the Date of signing of **Agreement** by the Bidder who has score the **Maximum Share**.

2.6.7 In case of the **failure** by the Bidder who has offer the Maximum Share and the signing of **Agreement** by the Bidder who has offer the **Second Best Share** within the stipulated time frame the **EMD** of the Bidder who has offer the Second Best Share will be released within 30 Days from the Date of signing of **Agreement** by the Bidder who has offer the **Second Best Share**.

2.6.8 The **EMD** of all other Bidders (*i.e.* other than Three Best Scorer) will be released within 30 Days from the Date of Opening of the Financial Bid.

2.7 The Technical Proposal will be opened at 11.30 a.m. on 18.04.2018 at the Office of **FISHFED Ltd.** situated at **1St Floor Matsya Sadan, Cuttack Road, Bhubaneswar-751006.**

2.8 The incomplete Technical Proposal(s) or the same without the prescribed **EMD** will summarily be rejected.

- 2.9** The Technical Proposal not following the **ToR**, *too*, will be summarily rejected.
- 2.10** The conditional Offer other than as desired in **ToR** will be summarily rejected.
- 2.11** The Evaluation Committee will select or reject the Technical Proposal on the basis of the Criteria mentioned in the **ToR**. The Financial Proposal of only those Bidders will be opened who have been selected after the scrutiny of the Technical Proposal.
- 2.12** The decision of the Managing Director, FISHFED Ltd. to declare any of the **Eol** to have or have not qualified in Technical Scrutiny shall be final and binding on the Bidders.
- 2.13** The Financial Proposal of the selected Bidders will be opened at the Office of **FISHFED Ltd.** on a preannounced date and time, duly notified through Correspondence and e-mail to those Bidders whose Technical Bid have been selected.
- 2.14** The negotiations on the Financial Proposal will be held, *if need be*; at the Office of **FISHFED Ltd.** on a preannounced date and time, duly notified through Correspondence and e-mail to the Bidders whose both the Technical Bid & Financial Bids have been selected.

3. Eligibility Criteria

- 3.1** The Bidder can be a Partnership Firm/**Limited Liability Partnership** (LLP) firm duly registered under the Partnership Act **or** a Company duly registered under the Companies Act.
- 3.2** The selected Bidder shall have to establish its Administrative Office in Odisha State prior to the signing of the **Agreement** for **E & O** of the proposed **Plant**, *if not already existing*.
- 3.3** The Bidder should possess a experience of running or Trading of “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed at any Place in the Country either its Own or through its Subsidiary or through its Division or under Public Private Partnership Mode.
- 3.4** The Bidder either of its Own or through its Subsidiary or through its Division should have MoU/Agreement/ supply order copy with any State government for supply of Feed.

- 3.5** The Bidder either its Own or through its Subsidiary or through its Division under Public Private Partnership Mode should possess minimum experience of **One** Year in the field of Production/ supply of Feed.
- 3.6** Following Certifications/Declarations are to be attached:
- 3.6.1** Self Certified Copy of EM Part-II or GST No for the above Clause: **3.3**.
- 3.6.2** Certified Copy of MoU/ Agreement/ Order copy with any State Department for supply of Feed for the above Clause: **3.4**.
- 3.6.3** Self Certified Copy of declaration for the above Clause: **3.5**, which should be substantiated by EM Part-II or GST No.
- 3.6.4** Bidder should submit Audited Balance Sheets & Profit & Loss Account for the last three Financial Years *i.e.* 2014-15, 2015-16 & 2016-17.
- 3.6.5** Self Declaration that the Bidder should not have been blacklisted or debarred by any Central or State Government or Semi-Government Department or Organization in past or in present for any reason(s) for any kind of Contractual or similar or any other kind of Work.
- 3.6.6** Self Declaration for commitment of uninterrupted Monthly Payment of the Rent of piece of Land under use for Project as decided by the Monitoring Management Committee.
- 3.6.7** The Bidder should submit a Certificate regarding Net Worth for the Financial Year 2014- 15, 2015-16 & 2016- 17 duly signed by a Chartered Accountant.
- 4. Selection Procedure**
- 4.1** The Selection Procedure will be based on a Maximum Share offered by Bidder
- 4.2** Those Bidders who qualified Technical Proposal would be selected. The selected Bidders will be notified through Correspondence and e-mail.
- 4.4** The Financial Proposal of only those Bidders will be opened who have been selected after the scrutiny of the Technical Proposal.
- 4.5** The Bidder who has offered the **Maximum “Share” as Percentage (%) of profit excluding all Taxes**; to be offered to **“FISHFED” (“First Best Offer”)**
- 4.6** The Bidder who has offer maximum Share out of 100 shall be invited for negotiations, *if need be*.
- 4.7** The Establishment & Operation (**E&O**) of the proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture Feed in **Odisha** will be awarded to Bidder who has been responsive to the negotiations (*if held*) or else to the Bidder **who has offer maximum Share**.

- 4.8** In case of **failure** or non-response to the negotiations (*if held*) by the Bidder who has offer “Maximum Share” within 21 Days from the opening of the Financial Proposal, the Bidder who has offer “**Second Best Share**” will be given an opportunity for the negotiations at the Office of **FISHFED** at Bhubaneswar (Odisha) on a preannounced date and time, duly notified through Correspondence and e-mail.
- 4.9** In case of **failure** or non-response to the negotiations (*if held*) by the Bidder who has offer “**Second Best Share**” on the day of negotiations, the Bidder who has offer “**Third Best Share**” will be given an opportunity for the negotiations at the Office of **FISHFED** at Bhubaneswar [Odisha] on a preannounced date and time, duly notified through the Correspondence and e-mail.
- 4.10** **Fresh** process of Invitation of **Eol** will be initiated in case of **failure** or non-response to the negotiations (*if held*) by the Bidder who has offer “**Third Best Share**”, *as well*.

CHECK LIST**The EoI shall accompany the following:**

1. Letter of Application duly signed by the Authorized person on the letterhead.
2. Details of Bidder along with the Incorporation and commencement of business certificate attested by the Authorized Person.
3. Certifications/Declarations are to be attached as per Clause 3.6
4. The details to be provided as per Annexure 1,2 & 3.

ANNEXURE 1

FORMAT FOR TECHNICAL PROPOSAL

Technical Proposal to be filled in by the Bidder for award of Establishment & Operation
(**E&O**) of the proposed “Aquaculture Feed Plant” for Manufacture of Aquaculture
Feed in **Odisha** .

1. Name of the Bidder :
2. Address :
3. Telephone Nos. :
 - Office :
 - Residence :
 - Mobile :
 - E-mail ID :
4. Constitution of the Bidder :
5. Name of the Managing Partner/
Managing Director :
(in case of Partnership Firm/Company)
6. Registration No. & Date :
(of the Partnership Firm/
Company, as the case may be)
7. Attach Copy of the Partnership Deed or :
Certificate of Incorporation, Memorandum
of Association and Article of Association;
as applicable.
8. Details of all the Partners/ Directors :
9. **Details of the Supply Order**
- 9.1 Name of the State :
- 9.2 Address – Administrative Office :
10. **Experience of the Bidder in** :
the Field of Feed Supply
- 10.1 Total Experience :
- 10.2 Documents to substantiate **Sr. No.: 10.1** :
11. Financial Worth of the Bidder :
(Give Balance Sheet & Profit & Loss
Account for the last Three Financial
Years duly certified by the Chartered
Accountant)

12. Any other related/relevant information, :
the Bidder feels appropriate to disclose
to strengthen his Technical Proposal in terms
of Technical and/or Marketing Capabilities.

13. Details of **EMD** :

13.1 Name & Address of the Bank :

13.2 Demand Draft No. & Date :

13.3 Amount (in Figure & Words) :

Undertaking

I/we undertake to abide by the Terms & Conditions of the EoI for Establishment & Operation (E&O) of the proposed "Aquaculture Feed Plant" for Manufacture of Aquaculture Feed along with the Annexure.

I/We undertake to pay the Annual Lease Rent of the Identified piece of Land earmarked for the establishment of the "Aquaculture Feed Plant" for Manufacture of Aquaculture Feed; within the stipulated time schedule; as decided by the "Monitoring Management Committee".

i. I/we am/are not blacklisted or otherwise debarred from any State or Central Government Department or Agency.

List of Enclosures:

(Enclose all the relevant Documents/Certificates/Consents/Statements *etc.* in chronological order, duly numbered; to substantiate the Technical Proposal).

PLACE:

SIGNATURE OF THE BIDDER

DATE:

NAME:

DESIGNATION:

SEAL:

ANNEXURE 2**FORMAT FOR FINANCIAL PROPOSAL***(Bidder may copy the Format for submission)*

Financial Proposal to be filled in by the Bidder for award of Establishment & Operation **(E&O)** of the proposed "Aquaculture Feed Plant" for Manufacture of Aquaculture Feed in Odisha.

1. Name of the Bidder :
2. Address :
3. Telephone Nos.
 - Office :
 - Residence :
 - Mobile :
 - E-mail ID :
4. The Offer Share as % on Profit
 - 4.1 In condition 100% capital investment by FISHFED:
 - 4.2 In condition No capital investment by FISHFED
Excluding all Taxes

Undertaking

I/we undertake to abide by the Terms & Conditions of the EoI for Establishment & Operation (E&O) of the proposed "Aquaculture Feed Plant" for Manufacture of Aquaculture Feed in Odisha.

- i. Along with the Annexure.
- ii. I/we am/are not blacklisted or otherwise debarred from any State or Central Government Department or Agency.

PLACE: SIGNATURE OF THE BIDDER

DATE: NAME:

DESIGNATION:

ANNEXURE 3**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER****Net worth & Turnover (INR)**

FY 2014-15		FY 2015-16		FY 2016-17	
NET WORTH	TURN OVER	NET WORTH	TURN OVER	NET WORTH	TURN OVER

Note:

Net -Worth = (Paid up Share Capital + Reserves and Surplus) – (Revaluation Reserve + Miscellaneous Expenditure to the extent not Written Off + Debit Balance of Profit/Loss Account)

Signature of Authorized Person