**TENDER FOR RUNNING/ OPERATION OF THE TUNA CANNING FACTORY, MINICOY, LAKSHADWEEP**

This notice is issued only to elicit bid from qualified entrepreneurs/ firms for running/ operation of the existing Tuna Canning Factory located in Minicoy Island, Lakshadweep for a period of 10 years, extendable by another 5 years or more on mutually agreed terms and conditions.

**1. BACKGROUND**

The Union Territory of Lakshadweep comprises 36 islands with a total landmass of 32 sq. km, located at about 220 to 440 km way from Kochi, Kerala. It comprises 12 atolls, 3 reefs, 5 submerged banks and 10 inhabited islands that lay geographically isolated from the mainland. The Exclusive Economic Zone (EEZ) of Lakshadweep and the adjacent high seas offer highly lucrative tuna fisheries, especially of the two principal tunas, Yellow fin tuna (YFT) and Skipjack tuna (SJT). To productively utilize this bounty of tuna resources, the Lakshadweep Administration in the late 1960s set up a Tuna Canning Factory in the Island of Minicoy, which is still in operation, though the scale of operation is low.

**2. OBJECTIVE OF TENDER PROCESS**

As a part of promoting entrepreneurship businesses, the Directorate of Fisheries, Lakshadweep Administration has decided to outsource the Tuna Canning Factory along with its land, building and machinery to those entrepreneurs who are interested in converting this facility into an Integrated Fishery Development Centre primarily through the up gradation of the existing canning facility and the productive utilization of the other wherewithal available. In addition, the entrepreneur can also utilise the facility for preparing other value added products from the locally sourced tunas and tuna like species to augment the business. The details of the land, building, equipment and machinery are placed as **Annexure-1**

**3. PROJECT PROPOSAL**

The unit is now operational and functional in a factory building of 870.2 sq. Mtr (Old Building). The facility also has a dedicated jetty for landing of the raw material round the year. The list of machinery along with the refrigeration capacity of the present unit is enclosed for reference for the interested entrepreneurs. The details of the land, building, equipment and machinery are placed as **Annexure-1**

The Directorate of Fisheries, Lakshadweep Administration proposes to **lease out the old building of Tuna Canning Factory, Minicoy** for a period of 10 years and which may be extended up to 5 years or more on mutually agreed terms and conditions **and sell the old machineries on outright purchase “as is where is basis”**

**4. MANDATORY REQUIREMENTS**

Mandatory finance criteria to be uploaded in the tender document soon.

**5. Contract Agreement**

a. Successful bidder shall execute a contract agreement with the Department for running/ operation of the existing Tuna Canning Factory located in Minicoy Island mentioned in this tender.

b. Contract Agreement shall be executed in Rs.100/- stamp paper and cost of stamp paper shall be borne by the successful bidder.

c. Contract Agreement shall be signed by the bidder and their two witnesses. Contract Agreement shall be forwarded to department for signature by the representative of the department and two witnesses from the side of department.

d. Date of signature of Contract Agreement by the representative of department shall be considered as date of execution of agreement.

**6. Address for communication**

a) Address for communication is as follows:

The Director of Fisheries

Department of Fisheries

U.T of Lakshadweep, Kavaratti-682555

Phone- 04896262254

[**Email:-lk-dof@nic.in/fisheriesdirectorate@gmail.com**](mailto:Email-lk-dof@nic.in/fisheriesdirectorate@gmail.com)

b) Bidder shall submit his address for communication containing valid email address along with the Technical Bid.

c) Any communication with the successful bidder shall be made through post as well as email. Date of successful sending of email shall be reckoned as date of communication for the purposes this tender**.**

**8. INCREMENT ON LICENCE FEE**

There will be compounded increment of 2.5% every year on the accepted annual lease rent during the tenure of operation.

**9. EXPECTATIONS FROM THE TENDER PARTNERS**

1. Details to prove experience in the related field and financial & technical capacity.
2. To inspect and take stock of the existing facilities, plant, machineries before the bid.
3. It will be the responsibility of the successful bidder to purchase the raw-material from the local fishermen on market value and to bear the transportation cost, as agreed with the fishers or from the harvesting point to the plant.
4. It will be the responsibility of the successful bidder to market the product.
5. It will be the sole responsibility of the successful bidder to arrange the shipping bill(s) for transportation of the consignments.
6. The successful bidder will be allowed to carry out any fish/food processing related entrepreneurial activity in the premises of the existing factory, etc. The successful bidder would be required to source the fish from the EEZ of Lakshadweep and the adjoining high seas for value addition.
7. The successful bidder shall ensure that he/she does not carry out any activity that may cause harm to the fragile ecology/environment in the EEZ of the Lakshadweep or the Islands.
8. The successful bidder shall strictly comply with all the relevant Rules and Regulations of the Lakshadweep Administration such as the Lakshadweep Marine Fishing Regulation, 2000 and the Marine Fishing Rules, 2001; the relevant Rules and Regulations of the Ministry of Environment, Forest and Climate Change; and any other relevant Rules and Regulations of the Government of India or the Lakshadweep Administration. There should be no violation of any provisions of law.
9. The successful bidder shall adhere to all instructions/directions issued by the Lakshadweep Administration (Department of Environment) from time to time for disposal of the waste generated by the plant.
10. The successful bidder shall be allowed to carry out alternation/new construction/ modification of the any building within the premises of the Tuna Canning Factory during the lease period, and strictly adhering to the applicable Rules and Regulations.
11. The successful bidder has to bear the electricity charges and telephone charges, etc. For operation of the facility.
12. The total cost of the alteration/maintenance/modification will be met by the successful bidder.

**10. COMMERCIAL CONSIDERATION**

1. **Payment to the Authority**:

a) **Annual Lease Rent**: Annual lease rent rate for the land & building applicable for 1st year shall be paid after awarding of the work order but before execution of the agreement and annual lease rent rate applicable each year shall be payable on regular basis at beginning of each year. In case the lease rent rate is delayed beyond the stipulated time frame, the Directorate of Fisheries, Lakshadweep Administration will impose a penal interest of 1% per month for the delayed period up to three months. If the payment is delayed beyond three months department reserves the right to cancel the contract.

b) The lease rent rate will be revised upward by 2.5 % every year at compounding rate.

c) **Outright purchase cost**: Outright purchase cost for the machineries shall be paid after awarding of the work order but before execution of the agreement. In case the outright purchase cost is not remitted within the stipulated time frame, the Directorate of Fisheries, Lakshadweep Administration reserves the right to cancel the work.

2. **Performance Guarantee**: The Selected Bidder shall deposit with the Authority upon signing of the lease agreement, **one year lease rent as performance guarantee,** which will be released after the end of the lease period.

**11. BRIEF DESCRIPTION OF BIDDING PROCESS**

**1. Bidding Process**

a. The authority has adopted an ‘online bidding process’ for selection of an operator for awarding the Property collectively referred to as the "Bidding Process" for selection of the Bidder for award of the Property. The e-tendering process is online at e- portal (URL: - <https://tendersutl.gov.in/>).

b. Returnable **Earnest Money Deposit (EMD) to be declare in tender soon.**

# c. The reserve lease rent to be declare in tender.

# d. The reserve price for outright sale of machineries to be declare in tender.

e. The Bidders (the “Bidders”), which expression shall, unless repugnant to the context be required to upload their Bids (the “Bids”) online in two parts i.e.

i. **Technical Bid: (Form – A & B)**

ii. **Financial Bid: (Form - C).**

f. The e-bid shall be summarily rejected if it is not accompanied with the details of payment of the EMD or proof for exemption from payment of EMD.

g. The evaluation stage of the Bidding Process involves evaluation of technical bids in accordance with provisions of this tender. At the end of this stage, the authority shall shortlist qualified Bidders fulfilling technical evaluation with minimum prescribed marks as indicated in **Form – B**.

h. In the financial bid evaluation*,* **highest bidder (H1) will be selected on the basis of maximum amount quoted for Annual Lease rent for building & land. The Tuna canning factory will be allotted to the firms who quoted rate for building & land and also for outright purchase of machineries, subject to other conditions*.***

i. Performance security shall be submitted in the form of Bank Guarantee from the Scheduled Bank having Branch at Kavaratti, Lakshadweep Island.

j. During the bidding stage, Bidders are entitled to examine the property (land, buildings, equipment and machinery) in detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids.

k. The Bidder may submit their queries, if any, before the last date of receiving queries as specified in this Tender. The authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, queries received after the prescribed date shall not be entertained.

**Schedule of Bidding Process**

To be uploaded soon.

**12. ARBITRATION**

The Tender and contract agreement to be executed shall be governed by the Indian laws. In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then the unresolved dispute of difference shall be referred to arbitration by an arbitrator to be appointed by the Administrator, Union Territory (UT) of Lakshadweep. The award of the arbitrator shall be binding upon the parties to the dispute. However, any party aggrieved by such award may make a further reference for setting aside or revision of the award to appropriate authority in Kavaratti, UT of Lakshadweep, whose decisions shall bind the parties finally and conclusively. The arbitration shall be carried out in English language.

**13. JURISDICTION**

The dispute, if any between the parties shall be settled at the District & Sessions Court, Kavaratti, U.T of Lakshadweep and contract shall be interpreted under the provisions of the Indian laws.

**14. DISCLAIMER**

This request for Tender should not be construed as a commitment by the Directorate of Fisheries of the UT of Lakshadweep to contract with any particular proponent. Any cost, work or effort undertaken during the tendering process is a commercial judgement for the proponent and is at the proponent’s own risk and expense. The Directorate of Fisheries will not be liable for any cost incurred by any of the proponents. The Directorate of Fisheries reserves the right to change any aspects of this request for tender and /or issue supplementary documentation at any time during the Tendering process. The Directorate of Fisheries also reserves the right not to accept any Tender and to terminate the tendering process without awarding the contract or stating reasons for termination.

**LETTER OF INTEREST**

To,

……………………………….

………………………………,

………………….….………..,

…..………………..………….

Sir,

Sub: Submission of Expression of Interest (TENDER) for “**E-Tender for the Tuna Canning Factory, Minicoy, Lakshadweep**” – Reg:

Having examined the details given in TENDER Notice and TENDER document for the above project, I/we hereby submit our Expression of Interest and the relevant information for Tuna Canning Factory at Minicoy.

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms A & B and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for TENDER and have no further pertinent information to supply.
3. I/We also authorize the Director of Fisheries, Lakshadweep Administration or his authorized representatives to approach individuals to verify the facts/information submitted in this E-TENDER.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature(s) of Applicant(s)**

Enclosures:

Seal of applicant:

Date of submission:

# FORM – A

**DETAILS OF APPLICANT**

|  |  |  |
| --- | --- | --- |
| **#** | **DETAILS** | **PARTICULARS** |
| 1 | Name & Address of the firm with Telephone No./ email and Aadhar Number |  |
| 2 | Legal status of the applicant (*Attach copies of original document defining the legal status*)   1. Proprietor/ Partnership/ Company/ Co-operatives |  |
| 3 | Names of the contact person involved in this Tender submission with designation and contact information. |  |
| 4 | Experience of the applicant in the relevant field (*Attach copies of original document proving such experience*) |  |
| 5 | Details of all memberships, export certificate, any other document to support the claim for Technical qualification. |  |
| 6 | Documents submitted as proof for Average Annual Turnover of Rupees Fifty Lakhs during the last three financial years duly certified by statutory Chartered Accountant empanelled under CAG / Scheduled Bank, along with copies of Income Tax Return for last Three financial years. |  |

**Signature:**

**Designation:**

**FORM - B**

**TECHNICAL PARAMETERS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.** | **Parameter** | **Marks** | **Marks Assigned by the bidder (self)** | **Marks assigned by the Department** |
| A | Average Annual Turnover of last 3 years in Indian Rupees ( as per the IT returns) | Between Rs. 1 to 2 Cr. - 20 marks  Between Rs. 2 to 5 Cr. - 30 marks  Above Rs. 5 Cr. - 40 marks |  |  |
| B | Average Annual Value of Export of Marine Products in the last 3 years in Indian Rupees (shipping bill will be accepted as proof of export) | Up to 50 Lakh - 20 marks  Rs.50 Lakh to Rs.2 Cr. - 30 marks  Above Rs.2 Cr. - 40 marks |  |  |
| C | Experience in running/operation of a fish processing /food processing plant. | Up to 2 years -10 marks  Above 2 years - 20 marks |  |  |
| D | TOTAL | |  |  |

Note:-

1. All those who score 60 or more marks in Technical parameters will qualify, *i.e.* only financial bids of technically qualified bidder will be opened.
2. All claims of marks should carry the documentary evidence to be attached by the bidder.

**FORM - C**

**FINANCIAL BID**

**FORM - C**

**FINANCIAL BID**

Annual Lease rent for the first year offered for building & land : Rs.\_\_\_\_\_\_\_\_\_\_

In words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(this will be increased @2.5% on compound basis)

Outright purchase rate for machineries: Rs.\_\_\_\_\_\_\_\_\_\_

In words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S**ignature of the authorized person**

**with seal & date**

***Note: Highest bidder (H1) will be selected on the basis of maximum amount quoted for Annual Lease rent for building & land. The Tuna canning factory will be allotted to the firms who quoted rate for building & land and also for outright purchase of machineries, subject to other conditions.***

**ANNEXURE- 1**

**DETAILS OF LAND AND MACHINERIES AT CANNING FACTORY MINICOY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.No.** | **Particulars** | | **Details** | |
| 1 | Location | | Minicoy Island | |
| 2 | Year of establishment of the Factory | | 1969 | |
| 3 | Product | | Light Meat Canned Tuna in Vegetable Oil | |
| 4 | Original installed capacity of the Factory | | 1500 Cans per day | |
| **STATUS OF BUILDING AND LAND** | | | | |
| Building | | Built up area (Sq Mtr) | |
| Old Factory Building | | 870.2 | |
| Survey No. | | 337/A1B | |

**DETAILS OF REFRIGERATION UNITS**

|  |  |  |
| --- | --- | --- |
| **Sl.No.** | **Particulars** | **Details** |
| 1 | Refrigeration capacity | 42000Kg |
| 2 | Number of available Refrigeration Units | 3 Nos (one 10 Ton Cold Storage and Two 16 Ton Cold Storages) |

**DETAILS OF OLD MECHINERY**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Particulars** | **Nos.** | **Make** | **Year of Commissioning** | **Present Status** | **Age** |
| 1 | 5x5 compressor | 2 | Frick India | 1995 | working | 25 |
| 2 | 303 Booster Compressor | 2 | Frick India | 1995 | working | 25 |
| 3 | 3 Compound compressor | 1 | Frick India | 1995 | working | 25 |
| 4 | RINAC Cold Storage | 1 | RINAC Pvt Ltd | 2003 | working | 17 |
| 5 | RSW Tank | 2 | Zejhon | 2003 | working | 17 |
| 6 | Generator | 1 | Kirloskar | 1995 | working | 25 |
| 7 | IBR vertical cross tuna Boiler | 1 | Nestler | 1969 | working | 51 |
| 8 | Diesel Boiler | 1 | Veesons | 2003 | Not working | 17 |
| 9 | RO Plant | 1 | ION Exchange | 2004 | working | 16 |
| 10 | cooking retort | 3 | Nestler | 1969 | working | 51 |
| 11 | conveyor exhaust | 1 | Local Made | 1969 | working | 51 |
| 12 | double seamer | 3 | Metal box | 1969 | working | 51 |
| 13 | seawater pump | 2 | Johnson | 2007 | working | 13 |
| 14 | overhead tank motor | 2 | Johnson | 2018 | working | 2 |
| 15 | condenser motor | 2 | Kirloskar | 2010 | working | 10 |