College of Fisheries Science CCSHAU, Hisar

Applications are invited from interest persons for entering into public private partnership for commercial production and sale of fish in three units of Biofloc system for high density fish farming (each of 13 ft. dia. And 4 ft.high). The detailed terms and conditions can be seen on the University website. The application for the same can be submitted to Officer Incharge, College of Fisheries Science, CCSHAU, hisar upto 31.08.2020.

Officer Incharge, COFS
Officer Incharge
College of Fisheries Science
CCS HAU, Hisar

Annexure-1 College of Fisheries Science, CCS HAU, Hisar

Expression of Interest (EOI) for agreement for high density fish farming in Biofloc system

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3. The EOI is to be received on or before "15 days after uploading at University website/advertisement of EOI in local newspapers" at the address mentioned below:						
4. The EOI received after due date and time due to whatever reasons will be rejected. The EOI may be opened on the same day.						
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(For office use only) Opened by the committee members

Date

Receipt No.

College of Fisheries Science CCS Haryana Agricultural University, Hisar

Terms and conditions for high density fish farming in Biofloc system

- 1. The agreement for providing biofloc tanks (3) and surrounding land shall be for a period of eleven months extendable further based on mutual consent, satisfactory indicators and periodical evaluation by PUBLIC PARTNER (CCS HAU Hisar). The date of commencement of agreement will depend upon the availability of tanks (3 in numbers with inlet, central drain system having 10,000 litres capacity) to be intimated by the Officer Incharge of the College of Fisheries Science to the PRIVATE PARTNER with a copy to Incharge, BPD Unit & IPR Cell, DHRM.
- 2. The agreement is strictly for commercial scale production purpose to accommodate the occupier of the PRIVATE PARTNER. The agreement is according to the English Calendar Month.
- Access to committee room/ conference hall/ seminar room will be provided to the PRIVATE PARTNER
 on payment basis and charges per day will be levied for the use for the same as per the terms and
 conditions of the University.
- 4. The PRIVATE PARTNER will also contribute negotiable bidding amount (Minimum Rs. 25,000/-) for total areas of three tanks of biofloc system.
- All the three tanks will be provided through a single bid <u>which include land charges and share</u> <u>percentage of produce.</u>
- 6. The PRIVATE PARTNER will pay the <u>bidding</u> amount through Demand draft in the name of Comptroller, CCSHAU, Hisar (payable at Hisar) <u>in advance on 11 months basis as per bidding rates</u>.
- 7. If the PRIVATE PARTNER fails to deposit the advance amount in time, he/she will have to pay additional Rs. 100/- per day as penal charges after the due date of the payment of agreement amount. However, PUBLIC PARTNER shall be at liberty to terminate this agreement for any delay of payment of said amount.
- 8. The sub-meter for the electricity will be installed by the PUBLIC PARTNER.
- The PRIVATE PARTNER will have to pay the Electricity charges according to the sub meter reading through Demand draft in favour of Comptroller, CCSHAU, Hisar (payable at Hisar) as per the rates of DHBVN.
- 10. The PRIVATE PARTNER shall submit bank guarantee of **Rs. 10,000/- (Rupees Ten Thousand only)** as security deposit for the desired period of tenancy, *i.e.* 11 months which shall be released after taking NOC from the Officer Incharge, College of Fisheries Science and Estate Office of the University after peaceful vacation of rented premises.
- 11. The produce of the biofloc system shall not be sold with the trademark and logo of the University and quality of the produce will be checked from time to time by the Officer Incharge, College of Fisheries Science, CCS HAU Hisar or other officer nominated for the purpose.
- 12. The PUBLIC PARTNER will have the right to reject the Expression of Interest (EOI), if not found as per standard.
- The PRIVATE PARTNER will use its own communication facilities and the PUBLIC PARTNER will not provide any type of such facility.
- 14. The PUBLIC PARTNER shall have full control over the supervision and management in respect of the said space and the PRIVATE PARTNER shall not, in any way, interfere with the PUBLIC PARTNER's right of maintenance.
- 15. All types of recurring costs like consumables i.e. chemicals, vials, wages etc. will be borne by the PRIVATE PARTNER.
- 16. The PRIVATE PARTNER should keep the said property in good and tenantable condition.
- 17. The PRIVATE PARTNER shall not use the said property for any purpose other than for fish farming and shall not sub-let or sub-lease the portion let to him to any third party.

- 18. The PRIVATE PARTNER shall provide the details of their employees in the office of the Office Incharge, College of Fisheries Science.
- 19. The PUBLIC PARTNER will not be responsible for any kind of damage caused to any assets (including manpower) or belongings of PRIVATE PARTNER during the agreement period.
- 20. The PRIVATE PARTNER covenants to keep the premises in good condition during the tenancy and also not to make any permanent additions or alteration of the same.
- 21. In case of any damage caused by the PRIVATE PARTNER to the SAID PROPERTY during the period of use, PRIVATE PARTNER shall be solely held responsible for such damages and replace/ make good such damaged items/loss.
- 22. The PRIVATE PARTNER shall fairly handle the fittings and fixtures in the premises and maintain the same properly.
- 23. The PRIVATE PARTNER shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PROPERTY.
- 24. The PRIVATE PARTNER shall not keep or store any illegal inflammable article or explosives that endanger life and property.
- 25. The PUBLIC PARTNER will provide <u>only biofloc system having three tanks</u> and surrounding working space. No furniture/ office accessories will be provided by PUBLIC PARTNER.
- 26. The PUBLIC PARTNER will have right to terminate the said agreement by giving written notice of one month in advance without any reason.
- 27. The said agreement shall stand automatically terminated in case the PRIVATE PARTNER fails to comply with any of the stipulated terms and conditions of this agreement.
- 28. After the expiry of the agreement period the PRIVATE PARTNER shall handover the said property in satisfactory condition.
- 29. PRIVATE PARTNER will be responsible for all type of litigation from the clients including beneficiaries and deal with the litigation and any type of penalty. Further, if any client of the PRIVATE PARTNER makes the PUBLIC PARTNER a respondent, then all the expenditure including Lawyer's Fee, T.A./D.A. of the Lawyer and the staff deputed for the purpose, *etc.* will be borne by the PRIVATE PARTNER.
- 30. In case of any disagreement between the PUBLIC PARTNER and PRIVATE PARTNER, the decision of Vice-Chancellor, CCS HAU will be final.
- 31. In case of any dispute between CCSHAU and the PRIVATE PARTNER the matter will be solved through arbitrator with the jurisdiction at Hisar. The Vice-Chancellor or any other Officer nominated by him shall be the arbitrator for this purpose. The medium of arbitration proceedings will be in English language.
- 32. Since it will be non-exclusive agreement to the PRIVATE PARTNER, the university will be at liberty to sign said agreement with any other PRIVATE PARTNER for the same type of business in other **biofloc system** on its terms and conditions. The PRIVATE PARTNER firm will have no objection to it.
- 33. This agreement is subject to amendments as per the rules and guidelines of CCSHAU, Hisar and other relevant Acts of the State Government.
- 34. Each of the signatories below represents and warrants that he or she is authorized to execute this agreement on behalf of the party for whom he or she signs and that no further authority or execution by any other person for such party is necessary.
- 35. This agreement is executed in duplicate with each copy being an official version and having equal legal validity.
- 36. All legal disputes will be subject to Hisar court's jurisdiction.
- 37. The facilities created under biofloc system be made available to faculty, students for research work and training. PUBLIC PARTNER will not take any share of fish produce from biofloc system.
- 38. The PRIVATE PARTNER will inform the quantity of the fish production in biofloc system to the office of the Officer Incharge, College of Fisheries Science for further research purposes.

- 39. PRIVATE PARTNER will not be allowed to culture banned fish/ aquatic animal species.
- 40. Stamp duty or registration charge for agreement of said property shall be borne by PRIVATE PARTNER only.
- 41. If first party denies taking said biofloc system after depositing the security, his security fee will be forfeited, besides black listed and offer will be given to second party in the list.

(Dr. Neeraj Kumar), ADR, DR nominee

(Dr. V.K. Batra), PD, DR nominee

(Sh. S.S. Sharma) Dy. Comptroller (Dr. Rachna Gulati)
Officer Incharge, COFS

(Dr. R.K. Gupta) Principal Scientist (Dr. Dharambir Singh)
Asstt. Professor

(Dr. Gajender Singh) Asstt. Scientist

entist Incharge BPD Unit

(Sh. Kapil Arora) Incharge Legal Cell