

## **EXPRESSION OF INTEREST FOR LEASE OUT OF MFHP HATCHERY OF MPEDA-RGCA**

### **Terms & Conditions**

Rajiv Gandhi Centre for Aquaculture (RGCA), a Society registered vide Certificate No.1 of 1996 under the Tamil Nadu Societies Registration Act XXVII of 1975 functioning under the Marine Products Export Development Authority (MPEDA), Ministry of Commerce and Industry, Govt. of India and having its registered office at No.3/197, Poompuhar Road, Karaimedu Village, Sattanathapuram, Sirkali Taluk -609 109, Mayiladuthurai District, Tamil Nadu hereby calls for an expression of interest as follows:

#### **1. Lease of Hatchery:**

MPEDA-RGCA proposes to lease out its Marine Finfish Hatchery located at South Kollemcode Road, Pozhiyoor, Trivandrum – 695513, Kerala to bonafide interested Individuals, Agencies, Firms, Companies, Registered Societies under State/Central Government, SHGs, or Government institutions. The Hatchery is intended for the production of high-quality marine/brackish water finfish fry and fingerlings, to benefit the aquaculture farming community.

#### **2. Location and Area:**

The Marine Finfish Hatchery is situated on land with an extent of 195.37 acres in Pozhiyoor Village, South Kollemcode Road, Trivandrum – 695513, Kerala ("Hatchery" for brevity).

#### **3. Lease Duration:**

The lease shall be for a period of three (3) years, covering the Hatchery and all associated assets, including machinery, equipment, buildings, and temporary structures within the campus of MPEDA-RGCA's project (end-to-end facility) for the operation of the Hatchery.

#### **4. Lease Agreement Details:**

- (1) The leased Hatchery includes the land, buildings, and machinery, as detailed in Appendix-1 and Appendix-2, which also outlines the machinery and other assets.
- (2) The selected party shall pay annual rent or 50% of profits generated through the sale of fry/fingerlings, subject to income tax and applicable deductions as per the provisions of the Income Tax Act and other applicable government levies.
- (3) The property belongs to the Government of India, and sub-leasing is prohibited.

## **5. Maintenance and Utilities:**

- (1) The successful bidder and lessee shall be responsible for periodic maintenance of machinery, buildings, and other infrastructure to ensure the Hatchery remains in good working condition.
- (2) The lessee shall bear all costs related to electricity, water charges, land tax, building tax, and annual insurance of assets. MPEDA-RGCA will be responsible for the payments until the final settlement of dues.
- (3) The lessee shall ensure the provision of adequate manpower for Hatchery operations, including any necessary qualified technicians as per RGCA's standards, with remuneration in accordance with RGCA norms.

## **6. Construction and Facility Usage:**

The lessee may construct additional structures or install machinery and equipment necessary for the operation of the Hatchery. Any such construction or installation must adhere to the agreed-upon plans, elevations, and specifications, and require prior approval from MPEDA-RGCA.

## **7. Exclusive Use of Hatchery:**

The lessee shall use the Hatchery exclusively for operating the marine finfish hatchery project and shall not engage in any unlawful activities or store prohibited materials. Subletting or transferring possession of the Hatchery is prohibited without prior consent from MPEDA-RGCA.

## **8. Termination and Repossession:**

- (1) MPEDA-RGCA reserves the right to terminate the lease agreement immediately upon written notice in the event of any material breach, such as failure to maintain the Hatchery or failure to operate it as a marine finfish hatchery.
- (2) If the project becomes impractical or unfeasible due to unforeseen circumstances, the lessee may terminate the lease by providing three (3) months' notice. However, the lessee will remain liable for rent or profit-sharing up to the date of vacating the premises.
- (3) Upon termination or expiration, the Hatchery and its infrastructure, excluding movable assets brought in by the lessee, must be handed back to MPEDA-RGCA in good condition.

The depreciation value of any machinery will be evaluated by a certified surveyor if MPEDA-RGCA chooses to take over the assets.

**9. Indemnification and Liability:**

The lessee shall indemnify and hold harmless MPEDA-RGCA, its directors, employees, and agents from any liabilities, claims, losses, or damages arising out of the lessee's actions, negligence, or non-compliance with applicable laws during the term of the lease.

**10. Compliance with Laws and Regulations:**

The applicant agrees to comply with all relevant laws, including but not limited to environmental, labor, and tax laws, during the term of the lease. Any violation of applicable laws by the lessee will constitute grounds for termination of the lease and may result in the lessee bearing the responsibility for penalties and costs.

**11. Force Majeure:**

MPEDA-RGCA shall not be held liable for failure to perform its obligations under this EOI due to events beyond its control, including but not limited to acts of God, natural disasters, war, terrorism, or pandemics.

**12. Insurance Requirements:**

The eligible applicant, if selected, must submit proof of comprehensive insurance covering the Hatchery's assets, including machinery, buildings, and equipment, along with third-party liability insurance. MPEDA-RGCA shall be listed as an additional insured party under such policies.

**13. Right to Audit:**

MPEDA-RGCA shall have the right to audit or inspect the applicant's financial records and operations at any time to ensure compliance with the conditions of lease. The applicant must produce certified audited statements from reputed and listed chartered accountants and bank account statements to evidence financial viability.

**14. Dispute Resolution:**

Any dispute arising out of or in connection with this lease agreement shall first be addressed through good faith negotiations. If unresolved, the parties agree to submit the dispute to binding arbitration before a sole arbitrator nominated by MPEDA-RGCA, and the decision of the arbitrator shall be final and binding. The seat and venue of arbitration shall be Ernakulam, Kerala. The language of arbitration shall be English. The competent courts at Ernakulam, Kerala shall have exclusive jurisdiction over any disputes arising under this EOI.

**15. Environmental Compliance:**

The applicant undertakes to adhere to all applicable environmental laws and regulations and shall adopt sustainable practices in the operation of the Hatchery, including waste management and the use of eco-friendly materials. Any violations will be the sole responsibility of the selected applicant.

**16. Termination:**

In case the lessee fails to operate the Hatchery in a commercially viable manner for an extended period, MPEDA-RGCA reserves the right to terminate the lease and repossess the Hatchery. MPEDA-RGCA reserves the right to terminate this EOI at any time without adducing any reasons and without any liability.

**17. Confidentiality:**

The lessee shall keep all proprietary information, trade secrets, and operational data provided by MPEDA-RGCA confidential and shall not disclose such information to third parties without prior written consent from MPEDA-RGCA, except as required by law.

**18. Execution of Lease Deed:**

Upon selection of the lessee, MPEDA-RGCA shall arrange for the execution of a registered lease deed which shall govern the lease terms, and may include the terms and conditions contained herein. All expenses related to the registration, including stamp duty, will be borne by the selected party.

**Appendices:**

Appendix-1: Land Plan showing the location and layout of the Hatchery.

Appendix-2: Detailed inventory of machinery, equipment, and other assets.

**HATCHERY DETAILS:**

District : Trivandrum  
Sub District : Kulathoor  
Taluk : Neyyattinkara  
Firka : Parassala  
Village : Kulathoor  
Desom : Pozhiyur, South Kollemcode  
Tenure : Janmam  
Ward No. : X  
Block No. : 46

Resurvey No. 352/5, 352/6, 352/7, 352/13, 353/6, 353/7, 353/10

Area in Ares: 56.00, 59.80, 26.85, 02.60, 37.40, 00.92, 11.80

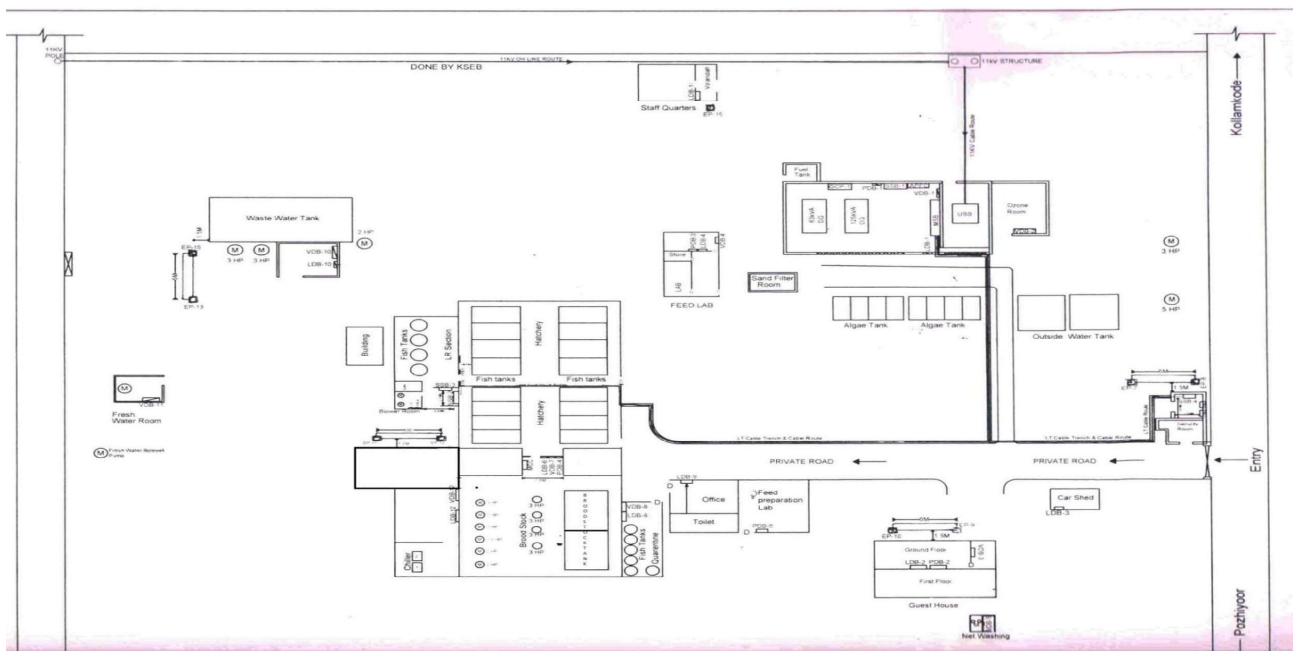
Total Area : 195/37 Ares

Old Survey Nos : 521/5 A, 521/31, 521/1-5-7, 521/30

**BOUNDARIES**

East : Private Property of Florance and others  
South : Pzhiyur Kollemkode Road  
East : Property of Mary Margerat and Church  
South : A.V.M Canal

## HATCHERY LAYOUT



## AREA OF EACH UNITS IN FACILITY

1.LRT section	: 175 m2)	14.UFB Room	: 28.14 m2
2.Pompano NRT	: 130.50 m2 .	15.DG Room	: 78.06 m2
3.Blower room	: 18.15 m2	16.Fuel tank room	: 15.30 m2
4.Artemia section	: 83.20 m2	17.Sand filter room/electrical room	: 20.28 m2
5.Pompano section	: 135 m2	18.Live feed lab	: 102.09 m2
6.Lab	: 39.68m2	19.Quarters (Guest 2 )	: 173.16 m2
7.NRT section hatchery:	709.50 m2	20.Rotifer tank	:
8.Broodstock section	: 310.05 m2	231.20 m2	
9. RAS	: 217.80 m2	21.Waste water tank (ETP)	: 66.68 m2
10.Office building	: 47.57 m2	22.Fresh water room	: 41.40 m2
11.Security shed	: 8.88 m2	23.Motor shed	: 12 m2
12.Reservoir (2 Nos)	: 110.26 m2	24.Store building	: 75.50 m2
13.Ozone room	: 14 m2	25.Feed preparation room	: 35.88 m2
		26.Guest house 1	: 127.50 m2
		27.Car shed	: 16.66 m2
		Net washing pump shed	: 2.99 m2

### TANK DETAILS

SL.No	Particulars	Volume	Quantity
1	Broodstock tank -RCC (RAS)	110 Ton	2
2	Broodstock tank -RCC	30 Ton	3
3	Nursery Unit tank -RCC	30 ton	14
4	Nursery Unit tank-RCC	15 ton	4
5	Live feed Tank-RCC	15 ton	8
6	FRP tank	15 ton	5
7	FRP tank	10 ton	4
8	FRP tank	9 ton	2
9	FRP tank	5 ton	2
10	FRP tank	3 ton	12
11	FRP tank	2 ton	8
12	FRP tank	1.3 ton	13
13	FRP tank	500 l	5
14	FRP tank-Artemia	500 l	15
15	FRP - circular with stand	500 l	1
16	FRP tank -Rectangular	1000 l	5
17	Reservoir tank	80 Ton	2
18	Over head tank	40 Ton	2
19	ETS	40 Ton	2
20	FRP tank	650 l	3
21	Sintex tank	5 ton	2
22	Sintex tank	2 ton	4
23	Sintex tank	1 ton	3
24	Sintex tank	500 l	1

### AREA OF EACH SECTION IN HATCHERY

1.LRT section	: 175 m2
2.Pompano NRT	: 130.50 m2
3.Blower room	: 18.15 m2
4.Artemia section	: 83.20 m2
5.Pompano section	: 135 m2
6.Lab	: 39.68m2
7.NRT section hatchery	: 709.50 m2
8.Broodstock section	: 310.05 m2
9. RAS	: 217.80 m2
10.Office building	: 47.57 m2
11.Security shed	: 8.88 m2
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13.Ozone room	: 14 m2

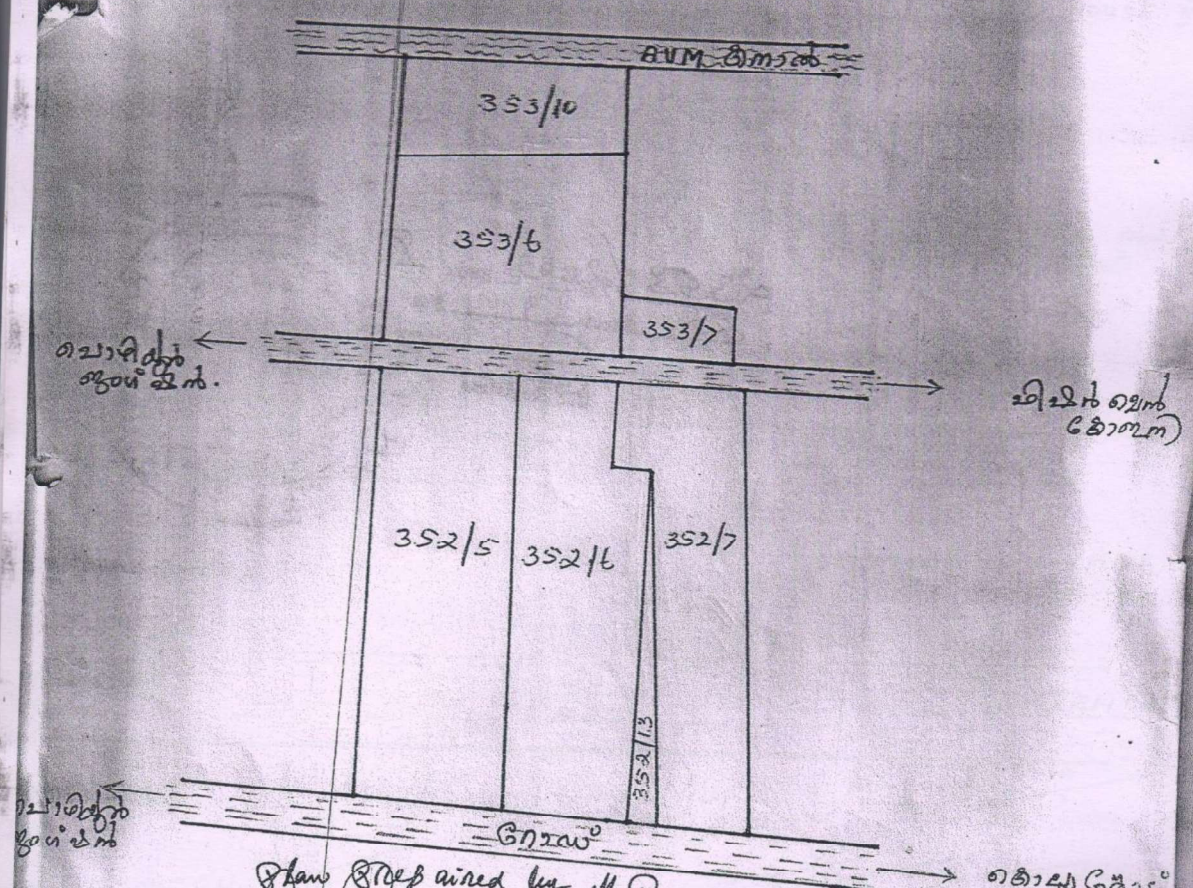


LOCATION SKETCH

DISTRICT THIRUVANANTHAPURAM.  
 TALUK NEYYATTINKARA  
 VILLAGE KULATHOOR  
 BLOCK NO 46  
 RE SY: No and ARIA



SY: NO	AREA in
352/5	56.00
352/6	59.80
352/7	26.80
352/13	02.60
353/6	37.40
353/7	00.92
353/10	11.80
<u>TOTAL</u>	<u>195.37</u>



Prepared by M. Somayya.  
 ANESH PAUL.  
 Y.C. THAMPI SAMRAJ.



**FORM 1 B**  
**(See Rule 3(1A))**  
**ANNEXURE**

**1. LANDED PROPERTY**

1. Classification by use (Commercial Residential etc.) Residential
2. Short description of improvements in the property Nil  
(Details like nature of crop, age of plants or trees etc.)
3. Value of the area transferred from each Survey No. or Sub Division No. in the opinion of the executant/s

Item No.	Survey No.	Sub Division No.	Area transferred	Value
1.	352	7	26.85 Ares	
2.	352	13	02.60 Ares	
3.	353	7	00.92 Ares	
4.	352	5	56.00 Ares	
5.	352	6	59.80 Ares	
6.	353	6	37.40 Ares	
7.	353	10	<u>11.80 Ares</u>	
Total			195.37 Ares	Rs.4,70,00,000/-
4. Value of the land transferred				Rs.4,70,00,000/-

**II. building/s**

1. House No. : 10/137, 10/139, 10/827, 10/828,  
10/830 and 10/831
2. Annual Building tax with tax receipt : No.7800319 dt. 23-9-2014 Rs.1592/-  
number, date : No.7800320 dt. 23-9-2014 Rs.274/-  
and Local Body name : No.7800316 dt. 23-9-2014 Rs.274/-  
: No.7800317 dt. 23-9-2014 Rs.274/-  
: No.7800318 dt. 23-9-2014 Rs.274/-  
: No.7800314 dt. 23-9-2014 Rs.33/-  
: No.7800315 dt. 23-9-2014 Rs.184/-  
: Kulathoor Grama Panchayath
3. Year of construction : 1990
4. Building up area (NOTE: Areas open to sky such as court yards,  
open space etc. if any, may be deducted from built up area) : 557.62 Square meters

Floor type(Cement, Terracotta, Mosaic, Ceramic Tiles, Marble, Granite Etc.) Cement

Floor	Thatched Roof	Tinned Roof	A.C.C. Sheet	Tiled roof Roof	RCC roof	Cost (Less Depreciation)
1	2	3	4	5	6	
Ground Floor			RCC			Rs.60,00,000/-

5. Area of separate out house, car shed, cattle shed,  
bath room etc. if any and type of construction. : Nil
6. Compound wall, if any: : Yes
7. Well, if any or water connection, if any or both : Nil