

Terms of Reference (ToR) for leasing out Silsako Project of Marigaon under FISHFED, Assam

1.0 Background

'Advantage Assam'- the Assam Global Investors' Summit scheduled on 03-04th February 2018, is the largest ever investment promotion and facilitation initiative by the Government of Assam. The Summit aimed at highlighting the state's geostrategic advantages offered to investors by Assam. The basic objective was to showcase the manufacturing process and the opportunities offered by the State in terms of export-oriented production & manufacturing and services to growing economies viz. ASEAN and BBN countries.

Potential investors from diverse sectors were attended 'Advantage Assam'—the Global Investor's Summit 2018, for exploring investment opportunities in Assam – India's Expressway to ASEAN. In the Sector, four Memorandum of Associations (MOUs) were signed with total Fishery expected investment of Rs.480.00 Cr with 5300 direct employment. M/s Gouthamaraju Fisheries (P) Ltd. C/O C.G.V Ramana Raju, Hyderabad and M/s Barman Food and Beverages (P) Ltd. Guwahati attended the summit and signed the MoU with the Fishery sector during the Global Investor Summit to investment in Fishery Sector for its sustainable development.

FISHFED, a State level Cooperative Federation of Primary Fishery and pisciculture societies of Assam was set up by the Government of Assam and registered under Assam Cooperative Societies Act, 1949 with Regd. No. G-25, dtd.01/06/1978. There are 272 nos fishermen and fish farmers cooperative societies affiliated to FISHFED covering almost all districts of the State. Present activities of FISHFED are trading of fish and fish products, fish production in its farms, strengthening of Fishery cooperative societies etc. However, FISHFED is not in a good shape due to several reasons.

FISHFED, Assam which is presently under the administrative control of Fishery Department has decided to develop its project site at Silsako Beel near Morigaon comprising of 303 bighas of land very systematically through investors. This site is basically low-lying area and quite suitable for different fish-based activities, aqua-tourism and post-harvest and market related activities including cold room infrastructure, modern fish retail outlets, development of modern intensive aquaculture projects, etc.

With this background FISHFED, Assam intends to publish Expression of Interest for the projects, so that the projects may be converted to unique fishery complex in the State.

2.0 Objectives

The basic objectives of the assignment are to develop the Silsako Beel systematically with creation of need-based infrastructure in the Beel so that the resource can be converted into productive and profit making unit and thereby it can ensure long term benefit for the FISHFED.

3.0 Scopes of the Assignment & Tasks to be carried-out by the Investors:

Under this assignment, following activities are proposed for development

- Establishment of fish seed production infrastructure in the form of fish seed hatchery
- Establishment of fish seed rearing infrastructure in the form of fish seed rearing ponds
- Introduction of culture-based intensive aquaculture system in ponds and tanks
- Establishment of aqua laboratory for fish disease & diagnosis
- Development of export and marketing facilities
- Introduction of organic fish farming
- Establishment of Re-circulatory Aqua Culture Systems (RAS)
- Establishment of aqua tourism-the future unique destination of tourists to Silsako Beel
- Accessing future scope for sustainable fisheries development

• METHODOLOGIES

The investor will have to take the following steps toward the followings-

- Activities proposed to be under taken are to be done under the direct consultation and supervision of the officers of the Directorate of Fisheries/FISHFED, Assam.
- The investors will have to follow the norms and regulations of the Government of Assam as deemed fit while doing import and export of products and other farm items/equipments.
- Officials from the Fishery Department/FISHFED will visit the site as and when required and will verify the progress of the activities , etc.
- All the agreed points to be undertaken in the agreement will be the part of the methodology.

- **Working Experience**

- The intended investors must be reputed entrepreneurs/State Government organizations/Federations/Cooperatives /Companies etc.
- The investors must have at least ten years of experience in successful works/allied activities of similar nature in National/International context.
- The investors must have field experience on ponds, tanks, wetlands/Beels as a part of first-hand knowledge gather in Indian fisheries with proven records.
- Experience of establishing innovative idea /concept into action.

- **Selection of investor :**

- The Chairman of the committee for short listing eligible investor(s) will submit the list of short listing candidates to the Fishery Department, Government of Assam for necessary approval of the Government.
- The investors will be shortlisted from the eligible entrepreneurs/ State Government organizations/federations/ Cooperatives/Companies etc. based on their experience and track records.
- The composition of the committee for short listing eligible investor(s) shall be as follows :

SI	Officers ' designation	To be cat as
1	Director of Fisheries , Assam	Chairman
2	Managing Director , FISHFED, Assam	Member Secretary
3	Technical Experts-2 (One from Directorate of Fisheries and one from FISHFED, Assam) to be nominated by the Chairman	Member
4	Executive Engineer, Fishery Department	Member

- The Fishery Department will finally select the investor (s) from the list of short-listing investors through the following committee under the chairmanship of Senior most Secretary to the Government of Assam. The same committee will also review the performance of the investor on annual basis . The composition of the committee will be as follows:

-

SI	Officers ' designation	To be cat as
1	Senior most Secy to the Government of Assam, Fishery Deptt.	Chairman
2	Secretary to the Government of	Member

	Assam, Fishery Deptt.	
3	Director of Fisheries , Assam	Member
4	Managing Director , FISHFED, Assam	Member Secretary
5	Representative of the investment cell of Industry Department not below the rank of Joint Secy	Member
6	Technical Experts-2 (One from Directorate of Fisheries and one from FISHFED, Assam) to be nominated by the Chairman	Member

7.0 Lease period

Keeping the approach of long term development of the Beel in mind, the Beel will be leased-out for a period of thirty years which will be the part of the Advantage Assam-the Global Investment summit .

8.0 Grace Period

The first year to be counted from the date of handing and taking over of possession of the Beel will be treated as grace period. During this period, no lease value will be imposed on the investor. The grace period i.e. first one year will be provided to the investor to complete the work of required infrastructures to make the resource fully operative.

9.0 Facilities to be provided by FISHFED

- Give access to all documents, correspondence and information available with FISHFED.
- FISHFED will give the settlement to the investor on agreed terms and condition of lease by allotting the details of boundary of the resource.
- FISHFED will help in liaisoning and co-ordination with other stakeholders to be involved in the process.
- FISHFED will coordinate with the Fishery Department for tackling issues and problems found during execution of the project.

10.0 Expected output

- The investors shall have to bring technology/technician and other technical manpower to implement modern fish farming through advanced technology demonstration to enhance the knowledge of local farmers of the State.

- The investor should develop the project to such a level that it becomes a model demonstration unit for the entire State for holistic development of fisheries including modern aqua-tourism project.

11.0 Lease value

The total lease value is fixed for **Rs.76,42,000/-** (Rupees Seventy Six Lakh Forty Two Thousand only) for a period of ten year which also include first year as the grace period. The lease value is to be submitted to the FISHFED in equal instalment or as decided by the Managing Director, FISHFED.

12.0 Time Frame

The investor will have to mention a clear-cut time frame of the project especially for establishment of completion of the essential infrastructure and other productive units of the farm.

13.0 Other Terms & conditions

- All the points mentioned in the Agreement will also be the part of the ToR.
- The selected investor will have to complete the work as per prevailing norms of the Departmental Guidelines of Govt. of Assam.
- The investor will comply with all the norms, rules & regulations and procedures of the Fishery Department, Govt. of Assam during the execution of the project.
- The investor will have to deposit 15% of the total lease amount fixed for ten years in the form of Bank draft of a schedule Bank of Assam in favour of **Managing Director, FISHFED, Assam, Rupnagar, Guwahati-32 on the date of signing of the agreement.**
- Additionally, the investor will have to deposit another 10% of the total lease amount fixed for ten years as security amount in the form of Bank draft of a schedule Bank of Assam in favour of **Managing Director, FISHFED, Assam, Rupnagar, Guwahati-32 on the date of signing of the agreement.** The investor will be allowed to draw the said security amount on 11th year of lease or may re-deposit the amount in the form of security deposit based on re-evaluation of the lease value for the next ten years by the FISHFED.

- The applicants will give a brief profile with supporting documents, registration certificate and clearance from the statutory authority etc. wherever applicable and necessary.
- Default of lease amount will result in either cancellation of lease and forfeiting security money.
- Since the selected investor has agreed to take over lease of the project after examination of the condition of the project and its area, so the investor shall not be entitled to claim any relief from any situation arising out of any adverse condition.
- FISHFED shall not be held responsible for loss caused to the investor due to flood, draught, disease, theft, poisonous chemical, encroachment etc. or what so ever for which the selected investor will not be able to claim any damage from FISHFED/Fishery Department. In such circumstances the investor will not be exempted from payment of the lease money to the FISHFED.
- The selected investor will be fully responsible for any damage/injury etc. to the project or any fisherman engaged in the project in any manner arising out of natural calamities or accident. In such cases investor will have to give the losses caused to any one at their own cost.
- In no case the company/firms/parties have the right to demand the ownership of the projects belonging to FISHFED.
- Only the local Courts at Guwahati shall have jurisdiction for trial of any case filed by any party arising out of a dispute for violation of any provision mentioned above.
- Breach of any Terms & conditions shall lead to the cancellation of lease agreement along with forfeiture of the security deposit.
- The other Terms & conditions of the leasing of the projects will remain same as per the provision of Assam Fishery Rules, 1953 or as decided by the FISHFED time to time.