

**BID DOCUMENTS FOR LEASING OUT THE RANGIA FISH  
FARM**



**GOVERNMENT OF ASSAM  
OFFICE OF THE DISTRICT FISHERIES DEV OFFICER  
KAMRUP, GUWAHATI-16**

**GOVERNMENT OF ASSAM  
OFFICE OF THE DISTRICT FISHERIES DEV OFFICER  
KAMRUP:: GUWAHATI**

Memo No. AFK 546/2019-20//part-1/2/

Date : 16<sup>th</sup> Dec , 2021

**RESHORT LEASE NOTICE**

Sealed two separate bids being **(a) Technical Bid** affixing non-refundable Court fee stamp worth of Rs 8.25 (Rupees eight and paisa twenty five) only and earnest money Rs. 1% for ST/SC & 2% for Gen/others on estimated amount **(b) Financial Bid**, in prescribed format are invited from intending parties like Farmers Producers Organisation(FPO), Registered in the Registrar of Co-operative Society under the Assam Co-operative Societies Act,1950 or Society's Registration Act,1860 / Farmers Producers Company(FPC), Registered in India under Producer Companies Act,1956 / Co-operative Society, Registered under THE ASSAM CO-OPERATIVE SOCIETIES ACT, 1950 / Non Government Organisation(NGO), Registered under Society's Registration Act, 1860 having experience in fishery activities of minimum 1 (one) year but at-least three members of the organisation should have three years experiences on fish seed production/seed growers to take lease of Rangia Fish Farm, Rangia, Kamrup developed and upgraded through World Bank Funded Project APART. Initially the lease term shall be for 5 (five) years and with a provision for extension of another 2 (two) years subject to approval of the existing Farm Management Committee constituted by Govt. The quotation will be received in the office of the undersigned during office hour from 21<sup>st</sup> Dec/2021 to 1.00 PM of 28<sup>th</sup>December,2021 and will be opened on the last day at 2.00 pm in presence of the intending party/authorised representatives. The bidding documents along with Terms & Conditions can be downloaded from the website <https://fisheriesdirector.assam.gov.in>. At the time of submission of the bid documents, the bidding party must make a payment of Rs 100/ (Rupees one hundred) only, in the form of Demand Draft/Banker's Cheque, from any Nationalized Bank, duly pledged in favour of the District Fisheries Development Officer, Kamrup payable at Guwahati. The competent party should submit the self attested copy of all the relevant documents. The organisations who submitted their Bids in response to earlier Advertisement vide Janasanyog/C/ 5053/21 should apply fresh.The earlier Bids vide letter No.1).AFKG.546/2019-20/1405, dt.1-09-2021 and 2).AFKG.546/2019-20/part/16/1744, dtd.19-10-2021 cancelled due to technical problem.

District Fisheries Dev Officer, Kamrup  
PO: Gopinath Nagar, Guwahati,  
PIN: 781016

## List of Important Dates and Time

• Date of Re-NIB	• 21-12-2021
• Obtaining of Bid document from website	• 21-12-2021
• Last date and time of submission of Bid documents	• 28-12-2021 at 1:00 P.M
• Date and time of opening of Bid	• 28-12-2021 at 2.00 P.M
• Amount of Demand Draft to be deposited with Bid Document	• Rs.100/-

### Introduction:

As the state of Assam is bestowed with vast water resources, it is one of the most potential state to develop fishery sector as a lucrative industry. However, due to many inherent constraints like flood, lack of scientific technology, skilled man power etc the production of quality fish seeds has always been hampered. But, with scientific interventions and application of technology, the production of good quality fish seeds can be increased manifold and Assam can be turned to be a major feeder state in the country.

The recent initiatives undertaken by the Central and State Government in this sector has led to growing fish culture sector in the state, which has led to increasing demand of good quality fish seed and this demand is expected to grow higher every year. To cater to this need, it has become quintessential to develop fishery related infrastructure scientifically for production of quality fish seeds. As good quality fish seed is the most essential ingredient in the fishery development, scientific methods like induced breeding technique etc must be applied for viable production of quality fish seeds.

With the objective to enhance the production of quality fish seeds and to empower the local farmers and entrepreneurs, the Rangia Fish Farm has been developed as a Multiplication Centre for quality fish seed production with the aid of World Bank Funded project 'APART'. The existing hatchery, brood bank, nursery and rearing tank have been upgraded through the financial support of APART. Induced Breeding Technique has been tried successfully for production. Thus, creating a suitable environment for fish farmers, producers and traders.

This concept of quality fish seed production under 'APART' will help to cultivate new High Yielding Varieties of seeds and fingerlings which in turn will lead to increased quality and quantity of fish seed production. This entire farm is being planned to be handed over on lease to local FPO/FPC/NGO/Co-operative so that local farmers can learn and experience the concept of quality fish seed production and management better and at the same time meet the growing demand of fish seeds in the region. Moreover, it will definitely help the local fish farmers to develop self-confidence and self-reliance amongst themselves.

Some of the added advantages of the fish seed cluster development programme will be that awareness can be created amongst the locals about the availability of varieties of fish, genetic studies can be done by researchers etc. which in turn will lead to holistic development of the community. The local fish seed producers and growers can also be educated on planned breeding and management of quality fish seeds.

## **ABOUT THE RANGIA FARM**

The Rangia fish farm occupies a land area of about 2.63 Ha, where the total water area is about 2.245 Ha. It is under the possession of Fishery Department (Fish Farmers Development Agency) situated near the Rangia Tinali Rail Gate, Rangia, Kamrup. The Farm constitutes of three Stocking ponds (Area: 1.50 Ha), three Rearing Tanks (Area: 0.36 Ha) and five Nursery Tanks (Area: 0.265 Ha). A highly scientific and quality fish seed hatchery has been developed with the aid of World Bank Funded scheme 'APART' for quality fish seed production in the area. The Bundh Breeding infrastructure has also been upgraded for production of quality fish seeds. With the construction of boundary wall, the entire campus befits a class of its own and is now immensely safe as well as secure for carrying out all sorts of fishery related activities. Succinctly, the potential of this farm has increased manifold with the refurbished state of the art hatchery, bandh breeding facility & bio fenced nursery pond.

Under World Bank funded, Assam Agri-business and Rural Transformation Project (APART), the Multiplication Centre of quality fish seed production has been fully developed. The completed trial for induced breeding was successful and it is now ready for production.

## **The estimated annual production of Fish Seed and Brood Fish at Rangia Fish Farm, Kamrup.**

### **1. From Eco-Hatchery and Bundh Breeding:**

Sl	Item	Quantity	Rate	Estimated Price (Rs)
1	Spawn (Indian Major/ Minor and Exotic Carp)	500 Lakh	Rs 400/ Lakh	<b>2,00,000.00</b>

### **2. Nursery Ponds ( 5 Nos and water area 0.26 Ha)**

Sl	Item	Quantity	Rate	Estimated Price (Rs)
1	Spawn rearing to fry	20 Lakh	Rs 25000/ Lakh	<b>5,00,000.00</b>

### 3. Rearing Ponds (3 Nos and water area 0.36 Ha)

Sl	Item	Quantity	Rate	Estimated Price (Rs)
1	Fry rearing to fingerlings	5 Lakh	Rs 50,000/ Lakh	<b>2,50,000.00</b>

### 4. Stocking Ponds (3 Nos and water area 1.50 Ha)

Sl	Item	Quantity	Rate	Estimated Price (Rs)
1	Brood Fish Production	3000 Kg	Rs 200/ Kg	<b>6,00,000.00</b>

**Total** **Rs 15, 50,000.00**

**(Rupees Fifteen Lakh Fifty Thousand Only)**

For smooth functioning of the Fish Farm, 'Farm Management Committee' will have the final decision making authority. The committee constitutes of the following members:

Sl. No	Designation	Rank
1	Deputy Commissioner, Kamrup	Chairman
2	Sub-Divisional Officer(Civil), Rangia	Vice-Chairman
3	District Fishery Development Officer, Kamrup	Member-Secretary
4	Sub-Divisional Fishery Development Officer, Rangia	Member
5	Representative of Directorate of Fisheries, Assam	Member
6	Representative of ARIAS Society, Government of Assam	Member
7	Finance and Accounts Officer, O/O the Deputy Commissioner, Kamrup	Member

## **TERMS & CONDITIONS:**

1. The Bidder should be either Farmers Producers Organisation(FPO), Registered in the Registrar of Co-operative Society under the Assam Co-operative Societies Act,1950 or Society's Registration Act,1860 / Farmers Producers Company(FPC), Registered in India under Producer Companies Act,1956 / Co-operative Society, Registered under THE ASSAM CO-OPERATIVE SOCIETIES ACT, 2007 / Non Government Organisation(NGO), Registered under Society's Registration Act,1860 (Copy of upto date registration certificate is to be enclosed).
2. The bidding party i.e FPO/FPC/NGO/Co-Operative Societies should have minimum one(1) year of experience on Fish seed production and Management as on 1<sup>st</sup> October-2021 but at-least three members of the organisation should have three years experiences on fish seed production/seed growers.
3. The bid documents shall be submitted in 'Two (2) Envelopes' containing Technical Bid in one envelope and Financial Bid in the other envelope. – (In the cover of the sealed envelope, **Financial Bid or Technical Bid** must be clearly written in CAPITAL LETTERS).
4. The above said 'Technical Bid' & 'Financial Bid' shall have to be put inside one envelope superscripting as "Tender for Rangia Fish Farm, Rangia, Kamrup" addressed to District Fisheries Development Officer, Kamrup. The envelope should contain the name and address of the bidder at the bottom along with contact number. The tender complete in all respects shall have to be dropped in the designated Sealed Tender Box in the Office of the District Fisheries Development Office, Kamrup.
5. Financial Bid Documents of only those bidders shall be opened, who have qualified in the Technical bid.
6. **List of documents to be submitted in the Technical Bid Envelope are:**
  - a) Registration Certificate of the FPO/FPC/NGO/Co-Operative Societies from the competent authority as mentioned in Terms & Conditions Clause (1).
  - b) Experience Certificate of minimum one (1) year of the FPO/FPC/NGO/Co-Operative Societies in Fishery activity as received from the Department of Fisheries, Govt. Of Assam and at-least three members of the organisation should have three years experiences on fish seed production/seed growers.
  - c) Experience Certificate and Registration Certificate of individual members, if any, having experience as Fish Seed Producer/ Grower/ Seed Supplier and relevant from the Department of Fisheries can be submitted separately.
  - d) Personal Details like Name, Address, Telephone No., Fax, E-mail ID of the Bidder/firm should be submitted
  - e) Two copies of passport size photograph of the bidder.
  - f) Duly signed Bid document (should be signed in every page).
  - g) Self Certified copy of PAN Card
  - h) Court Fee Stamp
  - i) Self Certified Bank Account Details of the Bidder
  - j) A self certified letter intimating their acceptance of the Bid's
  - k) Any documents relating to the T&C not specified above may be submitted.

## **List of Documents to be submitted in the Financial Bid Envelope:**

- a) Bidder should submit their rate in the format as enclosed with NIB.

The rate offered should be written both in figure and words and no crossing shall be entertained in the Bid. Bidder should submit their rate in the Contractor format enclosed with NIB in the financial bid only. In case of any discrepancy between quoted rates, the rate offered in words will be considered.

7. Every Bidder shall be entitled to submit one bid only.
8. All the information must be submitted in English. The respective Bidder shall sign and stamp their firm's seal on all reference papers and certificates.
9. The party should abide by the Assam Fishery Rule, 2005 and Assam Fish seed Act 2010 for quality and improved fish seed production.
10. Production and transportation of Fish seeds to different sites will be the sole Responsibility of the Bidder.
11. There is a provision for walking zone to be developed by Rangia Municipality Board in this Farm. Technical details and diagrams will be enclosed along with Bid documents. The party should not oppose and must co-operate to run the farm with the proposed walking zone. The 2<sup>nd</sup> party (the lessee) shall not be a party to the proposed walking zone.
12. For training and exposure purpose of farmers, a Training cum Community user Hall is approved under APART to be constructed at the premises of the FARM for sustainable use by the Department. Therefore, the party should not object to the development of the Training cum community user Hall in the said premises.
13. The party should not carry out any permanent or temporary construction at the farm without the permission of the Farm Management committee. The existing infrastructure must not be damaged at any cost.
14. No other activity except Fishery shall be allowed at the Farm premises without the explicit approval of the Farm Management Committee.
15. The Bidders are required to produce the original documents for verification by the Bid Evaluation Committee on the day of opening of Bid or when asked for.
16. The Bid Evaluation committee will be notified by the Farm Management Committee.
17. Bid documents should be signed by the bidder or his/her authorised representative in every page; otherwise it is liable to be rejected as per the decision of the Bid Evaluation Committee.
18. The proposal should contain the details called for, a letter intimating their acceptance of the Bid's Terms & Conditions as well as documents in support of the minimum eligibility criteria as specified in the technical bid.
19. All duties, taxes including GST and other levies payable by the Bidder under the Lease, or for any other cause shall not be included in the quoted rates while submitting the bid price.

20. Sales tax, purchase tax, turnover tax or any other tax on material in respect of this lease shall be payable by the Bidder and the Government will not entertain any claim whatsoever in respect of the same.

21. In case of any Bid where quoted rate of any item/items appear unrealistic, such Bid will be considered as unbalanced and in case the Bidder is unable to provide satisfactory explanation such a Bid is liable to be disqualified and rejected.

**22. Quoted Rate:-**

a. Rate quoted by the Bidder should be justified as per estimated gross income per year which is calculated at Rs. 15.50 Lakhs (Rupees Fifteen Lakh Fifty thousand) only.

b. Minimum Bid Price shall be 40% of the estimated gross income per year as mentioned in above clause (a) which will be the net amount payable to the District Fisheries Development Officer every year in three equal instalment without fail excluding all forms of taxes.

**23. The final bid will be awarded on the basis of the following Evaluation Criteria:**

I. The FPO/FPC/NGO/Co-Operative Societies having the highest bid.

In case of tie in the above clause(I):

II. FPO/FPC/NGO/Co-Operative Societies having the maximum experience in the field of fish seed production and management shall be preferred.

In case of tie in above clause (I) and Clause (II):

III. Individual Members of FPO/FPC/NGO/Co-Operative Societies having maximum experience as Fish Seed Producer/ Grower/ Seed Supplier shall be preferred.

Example: 'X' FPO has 2 members with 5 years experience each while 'Y' FPO has 3 members with 3 years experience each.

Points for 'X' FPO =  $2 \times 5 = 10$  points

Points for 'Y' FPO =  $3 \times 3 = 9$  points

So, X will be the winner.

24. The right of acceptance of Bid rests with the District Fisheries Development Officer, Kamrup, who does not bind himself to accept the highest Bid and also reserves the right, to reject any or all the Bid(s) received without assigning any reasons thereof.

25. The bidder so declared successful shall sign an agreement within 15 days of being declared successful. The successful bidder shall produce the Demand Draft of the first instalment of Annual Lease value (bid amount) at the time of signing the agreement, of any Nationalized Bank in favour of DFDO, Kamrup.

26. If the successful bidder fails to sign an agreement and produce the Demand Draft of the first instalment of Annual Lease value within 15 days of being declared successful, the Bid Evaluation Committee can declare the 2<sup>nd</sup> highest bidder as the successful bidder. If 2<sup>nd</sup> bidder fails to sign an agreement and produce the Demand Draft of the first instalment of Annual Lease value within 15 days of being declared successful, the Bid Evaluation Committee can declare the 3<sup>rd</sup> highest bidder as the successful bidder. However, the 2<sup>nd</sup> or 3<sup>rd</sup> bidder will be given the bid at the highest bid only as was awarded to the 1<sup>st</sup> bidder.



(Lets say: 1<sup>st</sup> bidder won the bid at 12 Lakhs/annum, but he failed to sign an agreement. Then the 2<sup>nd</sup> highest bidder, if not, the 3<sup>rd</sup> highest bidder will be awarded the bid at 12 Lakhs/annum only i.e at the highest bidvalue and not at the 2<sup>nd</sup> highest or 3<sup>rd</sup> highest bid value of theirs.)

**27. PAYMENT PROVISION following first year of agreement:**

- a) There shall be a flat **10%increase** on the annual lease value every year.
- b) The 2<sup>nd</sup> party (lessee) shall submit the demand draft to the DFDO every year in three equal instalmentson or before the same date as in previous year (For instance if first instalmentDemand Draft was submitted in First year of agreement on 01-November-2021, the second Instalment will be on March,2022and the third instalment will be July,2022. Subsequently, the second year instalments will start from 01-November-2022 and so on until the last year of lease term)
- c) If the 2<sup>nd</sup> party fails to submit the Demand Draft on time, 15 days will be extended for payment as per satisfaction of the DFDO on valid grounds (For instance, If the original date of payment to be made was 01-November-2022, it can be extended upto 16-November-2022 for payment).
- d) If the Party fails to deposit the Amount after the extension period, his Lease will be terminated and the Party will be declared as defaulter and legal action will be initiated against the party as per Agreement.

**28. The Bidders are subjected to disqualification, if they have:**

- a) Made misleading or false representations in the forms, statements and attachments as submitted for obtaining the bid.
  - b) Record of poor performance such as abandoning the assignment, not properly completing the past assignment/ lease/contract, financial failures, litigation history wherein bidders had unfavourable judgement against them.
  - c) Indulged in unlawful means in obtaining/submitting Bids.
  - d) Been black listed/ their registrations cancelled at the time of the bid.
  - e) No Bidder shall have been titled to claim any expenses/charges incurred by him/her, in connection with submission of Bid.
29. Successful Bidder should sign an agreement with the DFDO concerned to fulfil the Terms and Conditions as specified above.
30. For smooth functioning of the Fish Farm, '**Farm Management Committee**' will have the final decision making authority.
31. Any dispute, if arises later shall be settled through the provisions of the Indian Arbitration and Conciliation Act,1996 as in force on the date of dispute.

Sd/-  
District Fisheries Development Officer  
Kamrup ,Guwahati – 781016

## FORM OF BID

To

**The District Fisheries Development Officer - Kamrup,  
Gopinath Nagar, Guwahati-781016**

1. We offer as lease value described below and remedy any defects therein in conformity with the terms & conditions at following rate :

No.	Item	Total estimated Cost (Rs.)	Total (amount) / (rate as above or below on percentage basis on the estimated cost) to be quoted by bidder.  (In figure and word inclusive of all applicable taxes and charges etc.)
1	Leasing Out Rangia Fish Farm	15,50,000.00	

2. We undertake, if our Bid is accepted, to commence our production at the Govt Farm by maintaining the proper terms and condition.
3. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ /2021

Name of bidder/supplier \_\_\_\_\_

Signature of bidder/supplier \_\_\_\_\_

Address \_\_\_\_\_

**UNDERTAKING**

1. Certified that I will not claim anything in any shape from the Government if the work order is curtailed or stopped at any stage for want of funds.
2. I, the undersigned, do here by certify that all the statements made in the required attachments are true and correct.
3. I am agreeing to abide this bid for a period of 180 days for the data fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.
4. The above-mentioned points will for map art of the Contract Agreement.
5. I do here by accept all T& C as per the NIB

Dated this \_\_\_\_\_ day of \_\_\_\_\_ /2021

Name of bidder/supplier \_\_\_\_\_

Signature of bidder/supplier \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT TO LEASE THE RANGIA FISH FARM TO CARRY OUT THE FISHERY ACTIVITY AS PER NORMS OF FISH SEED MULTIPLICATION CENTRE**

**THIS AGREEMENT IS MADE ON THIS THE .....DAY OF .....2021**

**BETWEEN**

District Fisheries Development Officer, Kamrup, Assam hereinafter referred to as the First Party( which expression shall unless excluded by or repugnant to the context shall mean and include his/her/their successor –in-interest and assigns of the FIRST PART

**AND**

the 2<sup>nd</sup> party is .....  
.....  
hereinafter referred to as the successful bidder/the lessee/the contractor/second party (which expression shall unless excluded by or repugnant to the context shall mean and include his successor-in-interest and assigns) of the second part.

WHEREAS the first party issued an N.I.B vide N.I.B No .....dtd.....for Leasing the Rangia Fish Farm,Rangia, Kamrup to carry out Fishery activity for production of Fish seeds.

And whereas, the 2<sup>nd</sup> party after perusal of the said N.I.B had offered their bid against the said work

And whereas, the 1<sup>st</sup> party after scrutiny of the technical bid as well as the financial bid as submitted by the 2<sup>nd</sup> party and upon receipt of all such valid documents and bids of the 2<sup>nd</sup> party and having been satisfied with their offer, the first party has issued letter of acceptance to the 2<sup>nd</sup> party as per the rate offered by the 2<sup>nd</sup> party.

And whereas, the 2<sup>nd</sup> party having accepted all the terms and conditions of the N.I.B and the letter of acceptance and willing to execute the said work as per all the terms and conditions of the said N.I.B, both the parties do hereby execute this Agreement.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS**

1. That the lease term shall be initially for a period of 5 (five) years with a provision to extend for another 2 (two) years subject to approval of the existing Management Committee.
2. That The 2<sup>nd</sup> party shall start the quality fish seed production cum Management at the farm immediately after the agreement so that quality and high-yielding fish seed is available throughout the year.

3. That the 2<sup>nd</sup> party shall produce and manage only recommended cultivable fish seed as per Assam Fish Seed Rule, 2010. Banned fish species and new exotic variety species, which is not recommended as per Assam Fish Seed Rule, 2010 for culture shall not be allowed to rear.
4. That the brood Fish will be strictly as per proper size and shape, so that quality of fish seed is not deteriorated. If the DFDO, Kamrup/ SDFDO, Rangia or his representative finds any discrepancy in the quality, notice will be served and the matter shall be reported and placed before the Management Committee for necessary action.
5. That the quality and quantity of work to be executed shall not be compromised under any circumstances.
6. That the 2<sup>nd</sup> party agrees to pay flat 10% (ten percent) increase in the annual lease value every year.
7. That after first year of agreement, the 2<sup>nd</sup> party (lessee) shall submit the demand draft to the DFDO on or before the same date as in previous year (For instance if Demand Draft was submitted in First year of agreement on 01- November-2021, it should be handed over on or before 01-November-2022 and so on until the last year of lease term)
8. That If the 2<sup>nd</sup> party fails to submit the Demand Draft on time, 15 days will be extended for payment as per satisfaction of the DFDO on valid grounds (For instance ,If the original date of payment to be made was 01-November-2022, it can be extended upto 16-November-2022 for payment).
9. That if the 2<sup>nd</sup> Party fails to deposit the Amount after the extension period, his Lease will be terminated and the Party will be declared as defaulter and legal action will be initiated against the party as per Agreement.
10. That the 2<sup>nd</sup> Party shall not be entitled to claim any expenses due to loss of Natural calamity/ pandemic situation/ Diseases etc.
11. That the 2<sup>nd</sup> party shall bear the Electricity Bill/ water Bill ( if any) for the use of production and Management of the farm.
12. That in no circumstances, the 2<sup>nd</sup> party will be allowed to run any other activity, apart from the fishery activity. The 2<sup>nd</sup> party will not be allowed to carry out any permanent/temporary construction without the due permission of the Management Committee.

13. That there is a provision for walking zone to be developed by Rangia Municipality Board in this Farm. Technical details and diagrams will be enclosed along with Bid documents. The party shall not oppose and shall co-operate to run the farm with the proposed walking zone. The 2<sup>nd</sup> party (the lessee) shall not be a party to the proposed walking zone.
  
14. That for training and exposure purpose of farmers, a Training cum Community user Hall is being proposed under APART to be constructed at the premises of the FARM for sustainable use by the Department. Therefore, the party should not object to the development of the Training cum community user Hall in the said premises.
  
15. That both the parties can cancel the Agreement giving 6 (six) months' notice to the other party provided that at the end of six months cancellation notice, that year of lease ends for which the 2<sup>nd</sup> party has paid the annual lease value. That is to say cancellation of agreement will be applicable only after that year of lease ends for which the 2<sup>nd</sup> party has paid the annual lease value. And in no situation, the annual lease value will be returned.
  
16. That any dispute, if arises later shall be settled through the provisions of the Indian Arbitration and Conciliation Act,1996 as in force on the date of dispute.

Witness

(1)

Signature of First(1<sup>st</sup>) party

(2)

Signature of Second(2<sup>nd</sup>) party