

REQUEST FOR PROPOSAL (RFP)

Section I	Instructions to Bidders (ITB)
Section II	Formats for Bid Submission (FBS)
Section III	Draft Concession Agreement (DCA)
Section IV	Project Information Memorandum (PIM)

Section-I: Instructions To Bidders (ITB)

SCHEDULE OF RFP PROCESS

Event Description	Scheduled Date
RFP Notification	19.04.2023
Downloading of RFP	19.04.2023 to 19.05.2023 RFP Document can be downloaded from NFDB Website www.nfdb.gov.in ; Department of Fisheries, Govt. of India Website www.dof.gov.in ; or Govt. of India e Procurement Portal / Website https://www.eprocure.gov.in ;
Pre- Bid Meeting	11:00 Hrs (IST) on 28.04.2023 at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.
Due Date & Time for Receipt of Bids 'Online'	16:00 Hrs (IST) on 19.05.2023 (19th May,2023) or any other date intimated from time to time. Bidders shall upload their bids ' Online ' at Govt. of India eProcurement Portal / Website: https://www.eprocure.gov.in
Due Date & Time for the Submission of Hard Copies of the 'Technical Bid'	16:00 Hrs (IST) on 23.05.2023 or any other date intimated from time to time. Bidders shall submit the ' Hard Copies ' of the 'Technical Bids' at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.
Date and Time of Opening of Technical Bids	11:00 Hrs (IST) on 24.05.2023 or any other date intimated from time to time.
Date and Time of Opening of 'Price Bids'	Shall be intimated to the Qualified Bidders after the Technical Proposal Evaluation

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NATIONAL FISHERIES DEVELOPMENT BOARD (NFDB)

1. LETTER OF INVITATION

Date: 19.04.2023

To

Sub: Request for Proposal (RFP) for "O&M of Phase-1 and DBFOT of Phase-2 of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode".

Dear Sir / Madam,

- i. National Fisheries Development Board (NFDB), an autonomous organization under the administrative control of Department of Fisheries, Ministry of Fisheries, Animal Husbandry & Dairying, has been playing a vital role in enhancement of Fish production and productivity in the country and coordinating Fisheries development in an integrated and holistic manner.
- ii. NFDB has purchased 99.185 Acres of land at Mulapolam Village, Sompeta Mandal, Srikakulam District, Andhra Pradesh, India for the Development of Integrated Coastal Aquaculture Facilities. The site has fresh water, seawater and brackish water resources, making the site suitable for Coastal Aquaculture activities.
- iii. NFDB has initiated the development of 'Coastal Aquaculture Facilities' at Mulapolam, Srikakulam District, Andhra Pradesh in the purchased land parcel on phased manner. The main objective of NFDB is to produce & supply sufficient quantity of good quality Multispecies Marine Fin Fish Seeds, which is the need of the hour for the development of Marine Fisheries Subsector including Mariculture, as Seed availability is the limiting factor and there is a huge gap in demand and supply. NFDB intends to bridge the gap in Marine Fin Fish and Crab Seed requirement in the country by producing and supplying Seed to support Mariculture and to enhance Marine Fish production.
- iv. The 'Key Objectives' of the development of 'Integrated Coastal Aquaculture Facilities' Project at Mulapolam are to:
 - Establish Multi Species Marine Fin Fish Hatchery (Cobia, Pompano, Sea Bass, Milk fish, Pearl Spot etc.) to produce & supply sufficient Marine and Brackish Water Fish Seed to interested parties.
 - Establish Polychaete (SPF¹) Production Facility

¹ Specific Pathogen Free

- Establish Mud Crab & Scampi Hatchery to produce & supply good quality Seed material to aqua-farmers.
 - Encourage diversification of Aquaculture by ensuring production and supply of Seed material.
 - Demonstrate Best Management Practices in Marine Fin Fish Culture and Mud Crab & Scampi Culture
 - Create more employment opportunities and also create income generating activities in fisheries sector in the country.
- v. The development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam has been proposed by NFDB in Two (2) Phases, Phase-1 and Phase-2.
- vi. As part of the Phase-1 development, NFDB has already initiated infrastructure development in **25 Acres** (Approx.) for creation of the following facilities:
- Nursery Ponds (2 Units) & Culture Ponds (Two Blocks-A & B) for nursery rearing and farming of marketable size Marine Fin Fish (Cobia, Pompano & Sea Bass) and Mud Crabs
 - Sea Water Intake and Outlet Arrangements, Filtration Systems, Sea Water Storage Reservoirs, Fresh Water Supply with Pipelines, Outlet Channels.
 - Internal Roads, Water Supply Arrangements, Drains, Effluent Treatment Plant, 250 KVA Electricity Supply, Generator
 - Office Building
 - Chain link fencing with guard room and 5 KVA electricity connection is already developed
 - NFDB entrusted the construction of the above mentioned facilities of Phase-1 to 'Central Public Works Department' (CPWD) with an estimated 'Project Cost' of **Rs. 24.25 Crores** and all the works pertaining to the Phase-1 are expected to be completed by June 2023.
- vii. The proposed 'Project Model' is envisaged as 'Operation & Management' (O&M) of the Phase-1 of the 'Coastal Aquaculture Facilities' and 'Design, Build, Finance, Operate & Transfer' (DBFOT) of the Phase-2 of the 'Coastal Aquaculture Facilities' in PPP mode.
- viii. The Concession Period is 15 years initially and further extendable for another 15 Years based on the 'Performance Indicators', subject to mutual agreement between the Authority and the Concessionaire.
- ix. The Scope of Work of the said Concessionaire will broadly include 'Operation & Management' (O&M) of the Phase-1 and Design, Build, Finance, Operate & Transfer (DBFOT) of the Phase-2 of the 'Coastal Aquaculture Facilities' and Transfer of the 'Project Facilities' to NFDB at the end of the Concession Period as per the terms of this RFP and the Draft Concession Agreement. The Concession would be on the basis of '**Buyback of certain quantity of the Output**' commitment by the Authority, for the first **6 Years** of the contract, including the Construction Period, and on payment of '**Royalty**' to the Authority by the Concessionaire during the entire Concession Period, as defined in the Draft Concession Agreement.

Scope of the Project for the Concessionaire includes:

I. Operation & Management of the Phase-1 of the 'Coastal Aquaculture Facilities' in 25 Acres (Approx.) of Land

- Operating & Management of the Coastal Aquaculture Facilities created by NFDB as per the specified "Minimum Performance Obligations".
- Operational flexibility will be provided to the 'Private Sector Entity' for Operating & Managing the facility within the prescribed framework.

II. Design, Build, Finance, Operate & Transfer (DBFOT) of the Phase-2 of the 'Coastal Aquaculture Facilities' in 32 Acres (Approx.) of Land

- Planning of Activities as per the Master Plan provided by NFDB.
- Preparation & Submission of Development Plan for the approval of NFDB.
- Designing, Financing & Implementation of the 'Coastal Aquaculture Facilities' with latest Technological Interventions and as per the Govt. Regulations/Orders from time to time.
- Operation, maintenance and management of the overall 'Coastal Aquaculture Facilities' on Commercial Lines.
- There will not be any further investments by NFDB for the implementation of Phase-2.

Financial Terms shall be finalized through this Request for Proposal (RFP) for Phase-1 & Phase-2.

- x. The indicative '**Project Cost**' for the proposed 'Integrated Coastal Aquaculture Facilities' at Mulapolam is estimated as '**Rs.55.00 Crores**' approximately. However, there is no restriction on higher / lower investments based on the Concessionaire's 'Market Assessment', subject to the applicable Development Controls and Guidelines. The Estimated Project Cost includes the Pre-Construction and Construction Costs, Project Development Fee, Advance Lease Amount, Interest during Construction etc. The assessment of actual costs, however, will have to be made by the Bidders.
- xi. In this regard, the Authority invites Request for Proposals (RFPs) from eligible and interested parties/Concessionaires / investors / operators of similar projects for development of the project on 'PPP Mode' for a Concession Period of 15 Years initially (including Construction Period & Financial Closure Period), which shall be extended for another tenure of 15 Years, based on the 'Performance Indicators' and subject to mutual agreement between the Authority and the Concessionaire.
- xii. The 'Request for Proposal' (RFP) Document comprises:

Section I	Instructions to Bidders (ITB)	
Section II	Formats for Bid Submission (FBS)	
	Part A:	Formats for Bid Submission
	Part B:	Formats for Technical Bid
	Part C:	Format for 'Price Bid'
Section III	Draft Concession Agreement (DCA)	
Section IV	Project Information Memorandum (PIM)	

- xiii. **Project Information Memorandum (PIM)** issued as part of the RFP Document will provide basic information of site, market and demand assessment, suggested project components. However, the bidder has to assess these factors on his own.
- xiv. The Bidders would be required to Register their Firm / Company with the Digital Signature of the Authorised Signatory of the Firm / Company on the Government of India "eProcurement Platform" at <https://www.eprocure.gov.in> and submit their Bids 'Online'. Only the information submitted through 'Online Portal' would be considered for the purposes of Bid Evaluation. The Authority shall under no circumstances consider any additional information that is provided as part of 'Hard Copy' submission.
- xv. The Soft Copies of the Bid comprising of Three (3) Parts viz., (i) Pre-qualification Bid; (ii) Technical Bid; and (iii) 'Price Bid'; as specified in the RFP, shall be uploaded on Govt. of India eProcurement Portal: <https://www.eprocure.gov.in> on or before the due date as mentioned in the Schedule of RFP Process.
- xvi. The Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the Bidder. Bidders need to scan and upload all the required Original Documents as per the check list provided in this RFP. Bidders should upload all the documents in **PDF / JPG Format**. All Uploaded Documents shall have Page Numbers with Signature on each page.
- xvii. The bidder shall make 'Online' payment towards the '**Bid Processing Fee**' to NFDB's Bank Account as mentioned in the Bid Summary. The Bidder shall upload the proof of the 'Online' Payment UTR Number of the 'Bid Processing Fee' at GoI eProcurement Portal: <https://www.eprocure.gov.in> within the due date and time mentioned in the Schedule of RFP Process. The Bidder may also make the payment towards the 'Bid Processing Fee' to NFDB in the form of Demand Draft / Bankers Cheque within the due date and time. The scanned copy of the DD / BC shall be uploaded at the GoI eProcurement Portal and Originals of DD / BC to be submitted along with 'Hard Copy' of the Bid Document within the stipulated time. No exemption in Bid Processing Fee will be allowed.
- xviii. The Pre-qualification and the Technical Bids of the bidders will be downloaded on the next Working Day after the 'Due Date' for the Submission of 'Hard Copies' by the concerned Authorities in the presence of the Technical Committee for bid Evaluation.
- xix. The 'Hard Copy' of the Bids along with the 'Bid Security' / Bank Guarantee / Proof of 'Online' payment (UTR number) and other required documents as specified in the RFP shall be submitted within Two (2) Working Days after the 'Due Date' for 'Online' Submission at the address provided below:
The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway, SVPNPA Post,
Hyderabad-500 052, Telangana State, India.
Email: info.nfdb@nic.in
- xx. In the event that the Due Date for the Bid submission is a holiday, the next working day (at

same time) will be the date of submission. The '**Hard Copies of the Technical Bid**'* will be supporting documents for future reference of the Authority. Non-submission' of the 'Hard Copies' of the Bid will render the Bid as Non-Responsive and subject to Disqualification. **(*Price Bid' should not be submitted along with the 'Hard Copies of the Technical Bid')**

- xxi. In case Bidders need any further information about the Project or for inspection of any other documents related to the Project, as available with NFDB or want to visit the site, they are requested to communicate with NFDB through Email at info.nfdb@nic.in
- xxii. The Bidder shall make 'Online' payment of the '**Bid Security**' of '**Rs. 55,00,000 (Rupees Fifty Five Lakhs only)**' at Govt. of India (GoI) eProcurement Portal: <https://www.eprocure.gov.in> (OR) in the form of either Demand Draft or unconditional and irrevocable Bank Guarantee from a Nationalized / Scheduled Bank (excluding Cooperative Banks) within the due date and time. The scanned copy of the Demand Draft / Bank Guarantee shall be uploaded at the GoI eProcurement Portal and Original Copies of Demand Draft / Bank Guarantee to be submitted along with the '**Hard Copies of the Technical Bid**' within the stipulated time.
- xxiii. The Bid shall be filled in English and all entries must be typed and/ or written in blue/ black ink. The bidders shall scan and upload all the attested copies of the RFP, Pre-qualification documents, Technical and Financial eligibility documents at the GoI eProcurement Portal within the due date and time. **It is to be noted that the 'Price Bid' needs to be uploaded separately.** Authorized representative of the Bidder must attest all erasures and alterations made while filling the Bid. All the supporting documents should have translated version in English with due certification for its correctness. Failure to comply with any of these conditions may render the Bid invalid.
- xxiv. The Authority shall not be responsible for any costs or expenses or liabilities incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to the visits to the site.
- xxv. NFDB reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
- xxvi. Pre-bid Meeting will be held at **11:00 Hrs (IST) on 28.04.2023** at the O/o. The Chief Executive, National Fisheries Development Board, Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500 052, Telangana State.
- xxvii. Pre-Bid Queries, if any, proposed to be raised at the Pre-Bid Meeting by the Bidders should be sent to the Authority, NFDB in writing, by sending an Email to info.nfdb@nic.in & cenfdb@gmail.com before **16:00 Hrs (IST) on 25.04.2023**. Queries received after the Pre-bid meeting will not be entertained. Summary of replies to queries will be posted in the NFDB website only for the convenience of the bidders.
- xxviii. The Bid evaluation process is detailed in this Section i.e., Instructions to Bidders (Section I of the RFP Document). The Pre-qualification Bids and Technical Bids would be downloaded and

evaluated based on the qualification criteria set forth in the RFP along with the required undertakings. 'Price Bids' of only those firms, whose Technical Bids qualify, will be downloaded and evaluated. The date of downloading and examining of 'Price Bids' will be communicated through eProcurement Portal. ***It is to be noted that the Bidder SHALL NOT SUBMIT THE HARD COPY OF THE PRICE BID.***

- xxix. The bidder, whose Bid is found to be responsive to the requirements set out in the RFP and whose 'Price Bid' is found to be lowest (L-1) as per the terms stipulated in the RFP would be selected as 'Preferred Bidder' for award of the Project and executing the Concession Agreement with the Authority for the implementation of the Project.
- xxx. The Preferred Bidder shall incorporate a 'Special Purpose Company' under the Companies Act, 2013 to act as the Concessionaire **(the "Concessionaire" or "Special Purpose Company" or "SPC")** and execute the Concession Agreement.
- xxxi. Please note that the NFDB reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever and annul the bid process at any stage under intimation to the shortlisted bidders if any.

April 19, 2023.

**The Chief Executive
National Fisheries Development Board
Government of India**

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers ('Price Bids') pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Project Information Memorandum (PIM), or may hereafter be provided by the Authority, in accordance with the provisions hereof, may not be complete, accurate, adequate or correct. Each Bidder should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information, furnished under this RFP (Project Information Memorandum (PIM)), referred to herein, by the Authority, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP (Project Information Memorandum (PIM)) and obtain independent advice from appropriate sources in respect thereof. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority, in this RFP (Project Information Memorandum (PIM)), then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Preferred Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2. BID SUMMARY

S.No.	Key Information	Details
Project Details		
1	Project Title	Operation and Management (O&M) of Phase-1 and Design, Build, Finance. Operate and Transfer (DBFOT) of Phase-2 of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh, in Public Private Partnership (PPP) Mode.
2	Authority	National Fisheries Development Board (NFDB), Department of Fisheries (DoF), Ministry of Fisheries, Animal Husbandry & Dairying (MoFAHD), Government of India (GoI).
3	Project Location	The 'Project Site' spread in an extent of '99.185 Acres' is located at Mulapolam Village, Sompeta Mandal of Srikakulam District, Andhra Pradesh. The proposed site is located at 10 Kms from Haripuram, 110 Kms from Srikakulam Town, 230 Kms from Visakhapatnam City and the Site is well connected by National Highway 16 (NH16).
4	Project Details of 'Integrated Coastal Aquaculture Facilities' at Mulapolam	The NFDB has initiated the development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam, in a phased manner. The Project Site has distinct advantages of Fresh Water, Seawater Water and Brackish Water Resources, making the site most ideal and suitable for Coastal Aquaculture Activities.
5	Purpose of the Project	The main purpose of the project is to produce & supply sufficient Marine and Brackish Water Fin Fish and Shellfish (Mud Crab, Scampi) Seed, which is the need of the hour for the development of Marine Fisheries Subsector including Mariculture. NFDB intends to bridge the gap in Marine Fin Fish and Shellfish Seed requirement in the country by producing and supplying Seed to support Mariculture thereby enhancing Marine Fish and Mud Crab production.
6	Key Objectives of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam	<ul style="list-style-type: none"> • Establish Multi Species Marine Fin Fish Hatchery (Cobia, Silver Pompano, Indian Pompano, Asian Sea Bass & Grouper, Milk fish, Pearl Spot etc.) to produce & supply sufficient Marine and Brackish water Fish Seed to interested parties. • Establish Polychaete (SPF) Production Facility • Establish Mud Crab & Scampi Hatchery to produce & supply good quality Seed Material (instars) to Aqua-Farmers. • Encourage diversification of Aquaculture by ensuring production and supply of Seed Material. • Demonstrate Best Management Practices in Marine Fin Fish Culture and Mud Crab & GI Scampi Culture. • Create more Employment Opportunities and also create income generating activities in the country.

S.No.	Key Information	Details
7	Brief Background of the Project (Current Status)	<ul style="list-style-type: none"> • As part of the Phase-1 development, NFDB has already initiated infrastructure development in 25 Acres (Approx.) for creation of the following facilities: • Nursery Ponds (2 Units) & Culture Ponds (Two Blocks-A & B) for nursery rearing and farming of marketable size Marine Fin Fish (Cobia, Pompano & Sea Bass) and Mud Crabs • Sea Water Intake and Outlet Arrangements, Filtration Systems, Sea Water Storage Reservoirs, Fresh Water Supply with Pipelines, Outlet Channels. • Internal Roads, Water Supply Arrangements, Drains, Effluent Treatment Plant, 250 KVA Electricity Supply, Generator • Office Building • Chain link fencing with guard room and 5 KVA electricity connection is already developed.
8	Project Scope	<p>I. Operation & Management of the Phase-1 of the 'Integrated Coastal Aquaculture Facilities' in 25 Acres (Approx.) of Land.</p> <ul style="list-style-type: none"> • Operating & Management of the Integrated Coastal Aquaculture Facilities created by NFDB as per the "Minimum Performance Obligations" prescribed. • Operational flexibility will be provided to the 'Private Sector Entity' for Operating & Managing the facility within the prescribed framework. • Financial Terms shall be finalized through this Request for Proposal (RFP). <p>II. Design, Build, Finance, Operate & Transfer (DBFOT) of the Phase-2 of the 'Integrated Coastal Aquaculture Facilities' in 32 Acres (Approx.) of Land</p> <ul style="list-style-type: none"> • Planning of Activities as per the Master Plan provided by the NFDB. • Preparation & Submission of Development Plan for the approval of the NFDB. • Designing, Financing, & Implementation of the 'Integrated Coastal Aquaculture Facilities' with latest Technological Interventions and as per the Govt. Regulations/Orders from time to time. • Operation, maintenance and management of the overall 'Integrated Coastal Aquaculture Facilities' on Commercial Lines. • There will not be any further investments by the NFDB for the implementation of Phase-2.
9	Proposed Project Model	<p>The proposed 'Project Model' envisaged is 'Operation & Management' (O&M) of the Phase-1 and Design, Build, Finance, Operate & Transfer (DBFOT) of the Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam.</p>

S.No.	Key Information	Details
10	'Request for Proposal' (RFP)	'Request for Proposal' (RFP) Document, consisting of (i) <i>Instructions to Bidders (ITB)</i> ; (ii) <i>Formats for Bid Submission (FBS)</i> ; (iii) <i>Draft Concession Agreement (DCA)</i> ; and (iv) <i>Project Information Memorandum (PIM)</i> ; can be downloaded from the NFDB Website: www.nfdb.gov.in; Dept. of Fisheries, Govt. of India Website: www.dof.gov.in; and Govt. of India eProcurement Portal: https://www.eprocure.gov.in; from 19.04.2023 onwards.
11	Estimated Project Cost	The development of "Integrated Coastal Aquaculture Facilities" at Mulapolam has been proposed by NFDB in Two (2) Phases. The ' Project Cost ' for the proposed "Integrated Coastal Aquaculture Facilities" is estimated as ' Rs.55.00 Crores ' approximately.
12	Proposed Land	Phase-1: 25 Acres (Approx.) Phase-2: 32 Acres (Approx.)
13	Minimum Development Obligations (MDOs) Proposed by the NFDB for the 'Private Bidding Entity' in Two (2) Phases.	<p>Phase-1</p> <p>Operation & Management of 'Integrated Coastal Aquaculture Facilities' being developed and completed by the NFDB.</p> <ol style="list-style-type: none"> 1. Producing the Specified Output and Supplying specified quantities of 'Fry/Crab Instars', 'Post Larva (PL)' and 'Fingerlings/Crablets' Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB at the 'Discovered Price' as per the 'Buy-back Agreement' for the initial period of Six (6) Years including implementation period. In case of excess requirement of 'Fry', 'PLs' and 'Fingerlings' Output, during the initial period of Six (6) Years, NFDB shall have the first option to buy the required quantity. 2. The NFDB shall have the first option to 'Buy-back the Output' for the rest of the Concession Period also. 3. The Concessionaire shall pay Royalty to the Authority towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Guaranteed Buy-back and additional output purchased by NFDB (if any) in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period. <p>Phase-2</p> <ol style="list-style-type: none"> 1. Development, Operation and Management of the following 'Integrated Coastal Aquaculture Facilities' by the 'Private Bidding Entity' - <ul style="list-style-type: none"> • Multi Species Marine Fin Fish Hatchery Complexes (2 Units) • Mud Crab Hatchery Complexes (1 Unit) • Scampi Hatchery Complexes (1 Unit) • Polychaetae (SPF) Production Facility. • Nursery Ponds (2 Units) • Reservoir Earthen Ponds (2 Units) • Raw Water Circular Reservoir (3 Units)

S.No.	Key Information	Details
		<ul style="list-style-type: none"> • Additional Water Supply Facilities for Phase-2 Area. • Additional ETP-2. • External Electrical Works & Transformers 4 Nos. • Compound Wall, Additional Roads, Parking, Landscaping, Gardens & Greenbelt. <ol style="list-style-type: none"> 2. Producing the Specified Outputs and Supplying specified quantities of the 'Fry/Crab Instars', 'PLs', 'Fingerlings/Crablets' and 'Polychaetes (SPF)' Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB at the 'Discovered Price' as per the 'Buy-back Agreement' for the initial period of Six (6) Years including implementation period. In case of excess requirement of "Fry/Crab Instars", 'PLs', 'Fingerlings/Crablets' and 'Polychaetes (SPF)' Output, during the initial period of Six (6) Years, NFDB shall have the first option to buy the required quantity. 3. The NFDB shall have the first option to 'Buy-back the Output' for the rest of the Concession Period also. 4. The Concessionaire shall pay Royalty to the Authority towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Guaranteed Buy-back and additional output purchased by NFDB (if any) in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period.
14	<p>Specified Capacities & Outputs of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam</p>	<p>The 'Capacities and Outputs' to be achieved from Phase-1 and Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam are clearly 'Specified' in this RFP Document for the Private Bidding Entity.</p> <ol style="list-style-type: none"> 1. 'Targeted Output' of each of the Planned Facility (Hatchery & Nursery Facilities, etc.) are clearly specified in terms of Species and Quantities. 2. Flexibility is allowed on year wise targets of species and quantities produced, reared and supplied to NFDB based on the demand. However, the specified quantities shall be achieved in total during the initial 6 years i.e., the year wise targets specified in the RFP document can be swapped based on the demand, provided overall target specified shall be met during the initial 6 years. 3. The NFDB shall market the produce to various agencies including private farmers and state agencies at a suitable price with a mark-up. 4. Any shortfall in the supply of Cumulative Benchmarked Output in the initial period of Six (6) Years including the Construction Period, would entail a Penalty @ 50% of the shortfall as per the 'Price Bid'. For avoidance of doubt, Penalty payable shall be 50% of the quantity of shortfall in each category x quoted price for that category. 5. In case of excess requirement, NFDB shall have first right to 'Buy-

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		back' and NFDB may permit the Concessionaire to sell directly to the open market.
15	NFDB Role & Support to the Project	<p>The NFDB shall extend the required support for the implementation of the Integrated Coastal Aquaculture Facilities at Mulapolam as follows.</p> <ol style="list-style-type: none"> 1. List of Statutory Approvals & Clearances obtained and to be obtained by the NFDB: <ol style="list-style-type: none"> (i) Coastal Aquaculture Authority (CAA) Permission: Obtained CAA permission for taking up coastal aquaculture activities in the facility (ii) NoC from APPCB: Andhra Pradesh Pollution Control Board accorded NoC for taking up coastal aquaculture activities in the facility (iii) CRZ Clearance: Applied for CRZ clearance for drawing seawater from Bay of Bengal to the Project Site and to discharge the treated marine outfall and is under process – APCZMA has recommended to MoEF, GoI (iv) Forest Department permission: Stage-I In-Principle Approval for Diversion of 0.39 ha of Forest land for laying of Seawater Intake Pipeline from Bay of Bengal to the Project Site accorded. Stage -II approval is in progress. (v) Maritime Board Permission: Maritime board informed to apply once CRZ clearance is issued and will be taken up after obtaining CRZ clearance. 2. The NFDB shall extend required assistance and cooperation for obtaining the required mandatory approvals and clearances, if any, from the local authorities. 3. The NFDB shall complete the Phase-1 of the Coastal Aquaculture Facilities with required investment and handover the facilities to the selected Private Entity for the O&M of the Phase-1 of the Coastal Aquaculture Facilities by June, 2023. 4. The NFDB shall not make any further investments for the implementation of Phase-2 and the selected Private Entity shall be responsible to mobilize required investments for the implementation of Phase-2 of the Facilities.
16	Other Terms & Conditions	<ul style="list-style-type: none"> • The selected Bidder shall be responsible to mobilize required investments for the implementation of Phase-2 of the Facilities. • The developer can start production and supply once the infrastructure is established for some hatchery/nursery facilities before the completion of 2 years' construction period, after assessment of the quality of construction and on issue of go-ahead approval by the Technical Committee constituted by NFDB. • All invoices for all sales from the project shall be on the name of NFDB. • The quality of all the seed/ fry/PLs/fingerlings produced and sold

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		<p>from the project shall</p> <ul style="list-style-type: none"> ○ comply with Quality standards with regard to health (Disease free and active and healthy) survival, feeding (weaned to artificial feed), growth, etc. and ○ follow all the existing Good Management Practices (GMPs)/ Best Management Practices (BMPs) as per the State/National/ international standards and ○ be certified duly following the traceability norms. <ul style="list-style-type: none"> ● All establishments Hatcheries, Nurseries and Grow out ponds shall be maintained as per CAA standards and the State/National/ International standards stipulated from time to time. ● The sizes of seed (fry/PLs/Fingerlings etc.) have to be complied with strictly. If the size is lower than the prescribed sizes no amount shall be paid and if the sizes are more than prescribed sizes, no extra price shall be paid. ● The selected Bidder shall be responsible for obtaining the required mandatory Approvals and Clearances, if any, for the implementation of Phase-2 of the Facilities from the Local Authorities. ● The selected Bidder shall be responsible for obtaining any applicable incentives and benefits for the development of "Integrated Coastal Aquaculture Facilities" from any applicable Schemes of Government of India. ● The selected Bidder shall adopt required Water Conservation, Water Recycling & Reuse, Rainwater Harvesting, Zero Discharge of Waste Water and Storm Water; and also incorporate Energy Efficient Designs & Utilities at the project site.
17	Development Controls & Regulations	<p>The proposed developments need to be executed as per the following development controls & regulations:</p> <ul style="list-style-type: none"> ● GO.Ms.No.168 Dated 07.04.2012 of Municipal Administration and Urban Development (MA&UD) Department, Govt. of Andhra Pradesh. ● Any other Rules / Regulations of State, Central & Local Governments & Authorities applicable at the time of Implementation & Operations.
Implementation Structure		
18	Implementation Format	Public Private Partnership (PPP) Mode
19	Concession Format	Operation & Management ("O&M") for Phase-1 and Design, Build, Finance, Operate and Transfer ("DBFOT") for Phase-2 .
20	Bidding Format	'Price Based Competitive Bidding Process' – Price of the Output on Buy-back Agreement Basis.
21	Institutional Structure for Implementation	Formation of 'Special Purpose Company' (SPC) under the Companies Act, 2013 by the Preferred Bidder (Sole Bidder / Bidding Consortium, as a whole)

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22	Concession Period	15 Years initially (Including the Financial Closure Period and Construction Period) from the date of execution of the Concession Agreement. Additional Period of 15 Years shall be extended to the Concessionaire based on the 'Performance Indicators' and subject to the mutual agreement between the Authority and the Concessionaire.
23	Project Completion Period	Phase-1 of the MDOs shall be completed within Three (3) Months from the date of signing of Concession Agreement. Phase-2 of the MDOs shall be completed within Twenty Four (24) Months from the date of signing of the Concession Agreement.
Eligibility Criteria		
24	Constitution of the Applicant	The Applicant / Bidder shall be a Proprietorship / Partnership Firm or LLP / Private / Public Limited Company.
25	Bidding Entity	The Applicant / Bidder shall be a 'Sole Bidding Entity' or a 'Bidding Consortium' of Three (3) Members Maximum.
26	Basic Mandatory Criteria of the Applicant / Bidder	The Applicant / Bidder shall have the following Registrations / Licenses: 1. Firm / Company Registration 2. GST Registration. 3. PAN Registration. 4. Trade/Industry License/MSME Registration/Any Other Regn. 5. License / Registration with the Fisheries Department (Central / State / Local) / Any Other Govt. Agency.
27	Desirable Criteria	The Applicant / Bidder may have the following Desirable Standards: 1. Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries. 2. Any Other Concerned Aquaculture Authority / Govt. Agency. 3. MPEDA Registration or Any Other Concerned Govt. Agency.
28	Technical Criteria of the Applicant / Bidder	The Applicant / Bidder or any one of the Member of the Bidding Consortium (not more than Three), shall meet following conditions to meet the Technical Experience: (a) Development / Establishment Experience in Aquaculture / Mariculture / Pisciculture / Hatchery Operation / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One 'Developed Project'* with an 'Output Capacity' of 10.00 Lakh Pcs. of 'Fry/Fingerlings/Crab Seed/Scampi Seed/ Marketable Size of any of the species mentioned in the RFP' Per Annum (OR) an 'Output Value' of Rs. 5.00 Cr. Per Annum, in the last 10 Years. (OR) (b) Operation & Management (O&M) Experience of 5 Years in Aquaculture / Mariculture / Pisciculture / Hatchery Operation / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One 'Operational Project'* with an 'Output Capacity' of 10.00 Lakh Pcs. of 'Fry / Fingerlings / Crab Seed / Scampi Seed / Marketable Size of any of the species mentioned in the RFP' Per Annum (OR) an 'Output Value' of Rs.5.00 Cr per Annum, in any year during the last 5

S.No.	Key Information	Details
		<p>Years.</p> <p><i>*The bidder shall submit the 'Experience Certificates' from the concerned Authority/Firm/Individual as 'Documentary Proof' for the 'Technical Experience Criteria'.</i></p> <p><i>In case of furnishing an "Experience Certificate" from a 'Private Entity' as a "Documentary Proof", the Certificate shall be duly Notarised by a Regd. Notary or Certified by a Chartered Accountant.</i></p>
29	Financial Criteria of the Applicant / Bidder	<p>The Applicant / Bidder or any one Member of the Bidding Consortium shall have the following Financial Eligibility Criteria:</p> <p>(a) The 'Applicant' should have an 'Average Annual Turnover' of Rs.11.00 Crores (Rupees Eleven Crores Only) in the last 'Five (5) Financial Years', as per their Audited Annual Reports; (OR)</p> <p>(b) The 'Applicant' should have a 'Net-worth' of 'Rs.11.00 Crores (Rupees Eleven Crores Only), as per their latest Audited Annual Reports for the Financial Year 2021-22.</p> <p><i>Net-worth: The definition of the Net-worth shall be as per the Section 2 of the Companies Act 2013.</i></p> <p><i>e.g.: {(Subscribed and paid up Share Capital + Reserves and Surplus) – (Revaluation Reserves + Miscellaneous expenditure not written off + Deferred Revenue Expenditure + Deficit in P & L Account if any)}</i></p>
30	Qualifications Through Affiliates, (If any)	<p>The Bidding Firm / Company can draw upon the Technical Experience and Financial Capability of one or more of its Affiliates. In either case, the ownership relation between the Applicant / Bidder and the Affiliate(s) shall conform to the following definition of the "Affiliate".</p> <p>For purposes hereof, "Affiliate" means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, (b) is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this Document, the terms "holding company" and "subsidiary" shall have the meaning ascribed to them under Section 4 of the Companies Act, 1956 and the term "control" shall mean:</p> <p>(a) control over the composition of majority of board of directors of a company; or</p> <p>(b) control of more than 50% (fifty percent) of the voting shares of such Person; and</p> <p>(c)with respect to a Person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.</p>
31	Special Conditions for Bidding Consortium, (if any)	<ol style="list-style-type: none"> 1 The maximum number of Members in the Consortium shall be Three (3) including the Lead Member. 2 The above Financial criteria shall apply to the Consortium, as a whole, and any one member shall fulfil a minimum of 100% of the financial criteria and can utilize the criteria of his affiliates.

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		<p>3 The Technical Criteria shall be applicable to any member of the Consortium.</p> <p>4 The Consortium as a whole shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than 10 (Ten) Years from the date of signing of the Concession Agreement.</p> <p>5 Dilution of the equity, subject to the above condition, shall be after meeting the MDOs only and with written approval from the Authority.</p> <p>6 The Lead Member of the Consortium shall be required to commit to hold a minimum equity stake not less than 26% in the Project SPC and the other Constituent Member of the Consortium, shall be required to commit to individually hold minimum 10% of equity in the Project SPC at all times during a period which shall not be less than Ten (10) Years from the date of signing of the Concession Agreement.</p> <p>7 For evaluation of experience criteria, only such projects would be considered for evaluation, which have been developed/ constructed by the Constituent Member either on its own or as a lead member of a Consortium/SPC.</p>
32	Special Condition for a Sole Bidder, (if any)	<p>In case of Sole Bidder, he shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than Ten (10) Years from the date of signing of the Authorization Agreement.</p> <p>Dilution of the equity, subject to the above condition, shall be after meeting the MDOs only and with written approval from the Authority.</p>
Bid Conditions		
33	Project Development Fee (Non-refundable)	<p>Project Development Fee (<i>towards the Cost of Bid Process</i>) to be paid by the Preferred Bidder within 15 days from the date of issue of Letter of Award (LoA) is Rs.24.25 Lakhs* (Rupees Twenty Four Lakhs and Twenty Five Thousand only) plus applicable taxes payable to the NFDB, in the form of Demand Draft.</p>
34	Annual Lease Amount	<p>The 'Annual Lease Amount' shall be payable from the date of Execution of Concession Agreement (the "Lease Commencement Date").</p> <p>The Concessionaire shall pay an 'Annual Lease Amount' to the Authority during the entire Concession Period.</p> <ul style="list-style-type: none"> Lease Amount for the Land provided for Phase-1 & Phase-2 for the Concession Period. 'Lease Amount' for the 'First Year' is Rs.11.00 Lakhs with 10% Escalation for every 3 Years. <p><i>Applicable Taxes such as GST on the above shall be paid by the Concessionaire.</i></p>
35	Buy-back of the Output by the Authority	<p>"Buyback of 'Fry/Crab Instars', 'PLs', 'Fingerlings/Crablets', 'Scampi Seeds' and 'Polychaetes (SPF)' Output" (Excluding Marketable Size from Grow-Out Ponds) by NFDB as per the sizes and quantities specified in Clause 4.2.7 of Section I of the RFP Document, at the rate of 'Discovered</p>

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		Price' from the 'Price Bid' for an initial period of Six (6) Years including the implementation period by the Authority. The NFDB shall have the first option to 'Buy-back the Output' during the course of rest of the Concession Period also. The Concessionaire shall pay Royalty to the Authority on the total Sale Proceeds, throughout the Concession Period.
36	Payment of Royalty to the Authority	The payment of 'Royalty' to the Authority' shall be 2% of the total 'Sale Proceeds' for the initial 6 years From 7 th year onwards, the 'Royalty' to the Authority shall be 8% of the total 'Sale Proceeds' throughout the Concession Period.
37	Bid Parameter	The NFDB will "Buyback the Output as per the sizes and quantities specified in Clause 4.2.7 of Section I of the RFP Document (Excluding Marketable Size from Grow-Out Ponds)" of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam for an initial period of Six (6) Years including the implementation period. The 'Bid Parameter' shall be the ' Lowest Supply Price Quotation ' to the NFDB by the Bidder for the following Categories of 'Output' from both Phase-1 and Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam. (i) Marine Fin Fish (Cobia, Silver Pompano, Indian Pompano, Asian Sea Bass, Milk Fish, Pearl Spot etc.). (ii) Mud Crabs. (iii) Scampi (iv) Polychaetae (SPF) Culture.
38	Bid Validity	180 Days from the date of Bid Submission.
39	Bid Security / EMD	Bidder shall make 'Online Payment' of the Bid Security of Rs. 55,00,000 (Rupees Fifty Five Lakhs only) at the GoI eProcurement Portal: https://www.eprocure.gov.in (OR) in the form of either 'Demand Draft' or unconditional and irrevocable 'Bank Guarantee' from a Nationalized / Scheduled Bank (excluding Cooperative Banks) as indicated in the RBI Website, within the due date and time. The scanned copy of the DD / BG shall be uploaded at the GoI eProcurement Portal and Originals of DD / BG to be submitted along with ' Hard Copies of the Technical Bid ' Documents within the stipulated time.
40	Validity for Bid Security as BG	240 Days from Bid Submission Date, inclusive of claim period of 60 Days.
41	Performance Security for the O&M of Phase-1	Preferred Bidder shall submit one Bank Guarantee of Rs. 72.75 Lakhs (Rupees Seventy-Two Lakhs Seventy-Five Thousand Only) towards the 'Performance Security' to the Authority within 15 Days from the date of Letter of Award (LoA) in the Format prescribed as part of this RFP. The validity of this 'Performance Security' shall be for the initial 6 Years of the O&M Period. Thereafter, from 7 th Year onwards, the Concessionaire shall maintain the 'Performance Security' for 50% of the specified 'Bank Guarantee' for the balance Concession Period. The Bank Guarantee of the Concessionaire

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		shall be reduced to Rs.36.40 Lakhs (Rupees Thirty-Six Lakhs Forty Thousand only) for the rest of the Concession Period (9 Years + 15 Years, as applicable), which shall be valid from 7 th Year of the Concession Period until the completion of the Concession Period. This Performance Security will be released on the Completion of O&M Period.
42	Performance Security for DBFOT of Phase-2	Preferred Bidder shall submit Bank Guarantee of Rs. 1.65 Crores (Rupees One Crore Sixty-Five Lakhs Only) towards Performance Security to the Authority within 15 Days from the date of Letter of Award (LoA) in the format prescribed as part of this RFP. This Performance Security will be released to the Concessionaire once the Project Completion is achieved as per the MDOs. The validity of this Performance Security shall be 30 Months.
Bid Submissions		
43	Bid Submissions	The 'Bid Submission' shall be 'Online' only. Bids shall be submitted in Three (3) Parts, viz., (i) Pre-qualification Bid; (ii) Technical Bid; and (iii) Price Bid; on the GoI eProcurement Portal. Scanned copies of required documents must be uploaded on the GoI eProcurement Portal only. The 'Hard Copy' of the Bid' shall be submitted for the purpose of verification and authentication to the O/o. The Chief Executive, National Fisheries Development Board, Hyderabad <u>on/before or within Three (3) Working Days after the due date for the 'Online' Submission. Bids submitted 'Online' will ONLY be considered</u> for all purposes.
44	Pre-Qualification Bid	Bidders are required to submit the following documents as part of Pre-Qualification Bid of the Bid Submission as detailed in the 'Request for Proposal' (RFP): 1. Appendix A1: Covering Letter; 2. Appendix A2: Checklist of Submissions; 3. Appendix A3: Covering Letter for submitting the Demand Draft or Bank Guarantee in the Specified Format towards the 'Bid Security' of Rs. 55,00,000 (Rupees Fifty Five Lakhs only) (OR) Proof of 'Online Payment UTR Number' towards 'Bid Security'; 4. Appendix A4: Letter of Undertaking; 5. Appendix A5: Commitment to furnish Bank Guarantee towards Performance Security; 6. Appendix A6: Consortium Agreement; 7. Appendix A7: Power of Attorney for Appointing the Lead Member; 8. Appendix A8: Power of Attorney for the Bid Signatory; 9. Appendix A9: Statement of Legal Capacity; 10. Proof of Payment of 'Bid Processing Fee' of Rs.29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) <u>including GST</u> ; 11. Signed RFP Document along with the Addenda and Corrigenda, if any.
45	Technical Bid	Bidders are required to submit the following Documents in the 'Technical Bid' of the Bid Submission as detailed in the RFP. Capability Statement:

S.No.	Key Information	Details
		<p>I. Basic Eligibility Criteria: Proof of Bidding Entity -</p> <ol style="list-style-type: none"> 1. Firm / Company Registration 2. GST Registration. 3. PAN Registration 4. Trade/Industry License / MSME Registration /Any Other Regn. 5. License / Registration with the Fisheries Department (Central / State / Local) / Any Other Govt. Agency. <p>II. Desirable Criteria: Proof of Credentials -</p> <ol style="list-style-type: none"> 1. Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries. 2. Any Other Concerned Aquaculture Authority / Govt. Agency. 3. MPEDA Registration or Any Other Concerned Govt. Agency. <p>III. Technical Experience Criteria: Proof of Development and/or Operations & Management Experience of the Bidder / Member of the Bidding Consortium -</p> <ul style="list-style-type: none"> • Proof of Development / Establishment Experience in Aquaculture / Mariculture / Pisciculture / Hatchery Operation / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One 'Developed Project'* with an 'Output Capacity' of 10.00 Lakh Pcs. of 'Fry/Fingerlings/Crab Seed/Scampi Seed/ Marketable Size of any of the species mentioned in the RFP' Per Annum (OR) an 'Output Value' of Rs. 5.00 Cr. Per Annum, in the last 10 Years. (OR) • Proof of Operation & Management (O&M) Experience of 5 Years in Aquaculture / Mariculture / Pisciculture / Hatchery Operation / Any Other Related Fisheries Activities (Any Part of these Activities) with at least One 'Operational Project'* with an 'Output Capacity' of 10.00 Lakh Pcs. of 'Fry / Fingerlings / Crab Seed / Scampi Seed / Marketable Size of any of the species mentioned in the RFP' Per Annum (OR) an 'Output Value' of Rs.5.00 Cr per Annum, in any year during the last 5 Years. <p>IV. Financial Criteria: Proof of Financial Strength -</p> <ol style="list-style-type: none"> 1. Copies of Audited Annual Accounts of last Five Financial Years. 2. Statutory Auditor's/ Chartered Accountant's Certificate for Financial Details. <p>Technical Presentation: The technically qualified Bidders shall give a 'Detailed Presentation' to the 'Technical Committee' constituted by the Authority on their 'Similar Project Experience and Project Approach' for development of 'Integrated Coastal Aqua Facilities' at Mulapolam, as per the specified MDOs stipulated in the RFP, on the dates communicated by the Authority.</p> <p>Project Undertaking: An undertaking to comply to following requirements as specified in RFP:</p> <ol style="list-style-type: none"> 1. The Minimum Development Obligations and other Obligations as indicated in the Section I of RFP;

S.No.	Key Information	Details
		<p>2. The Technical Specifications and the Performance Standards etc. as stipulated in the RFP;</p> <p>3. Any other regulations as may be applicable.</p> <p>Note: (i) The above details are to be submitted as per the formats provided in the Section II of the RFP Document. (ii) The Technical Bid shall be evaluated by the 'Technical Committee' constituted by the Authority.</p>
46	Price Bid	<p>The Submission of the 'Price Bid' shall be only 'Online'. The Bidders shall submit their 'Price Bid' in the Specified Format on the GoI eProcurement Portal. HARD COPY OF THE PRICE BID SHALL NOT BE SUBMITTED.</p>
Bid Evaluation		
47	Bid Evaluation	<ul style="list-style-type: none"> ▪ Pre-qualification: Mandatory Compliance: Responsive / Non-responsive – Only Responsive bids will be considered for technical evaluation ▪ Technical & Financial: Mandatory Compliance including Technical Presentation. <ul style="list-style-type: none"> (i) Technical & Financial Criteria –Qualified/ Not Qualified ▪ Price Bid: Lowest Supply Price Quotation to NFDB by the Bidder – 'Unit Price' for each Category of Species – Unit Price Per Fry/Fingerling as per the Specified 'Quantity of Output' for each 'Category of Species' and the 'Price Bid' by the Bidder. ▪ Formula for the Evaluation of the 'Price Bid': Weightage as per the Specified 'Quantity of Output' for each 'Category of Species' and the 'Price Bid' by the Bidder.
48	Signing of Concession Agreement	<p>Signing of Concession Agreement shall be executed not later than 45 Days upon meeting the following LoA conditions:</p> <ol style="list-style-type: none"> 1. Submission of irrevocable and unconditional Two (2) Performance Securities (Bank Guarantee) within 15 Days of issue of LoA. 2. Payment of (i) 'Project Development Fee' of Rs.24.25 Lakhs and (ii) Six (6) Months 'Advance Lease Amount', in accordance with the terms hereof and the LoA, within 15 Days of issue of LoA. 3. Incorporation of Special Purpose Company (SPC) under the Companies Act, 2013 by the 'Preferred Bidder' for the exclusive implementation of this project
Other Details		
49	Review of the Project during Development	<p>An 'Independent Engineer' shall be appointed by the Authority to review the project as per the terms and conditions laid on for the project during the Development Period. However, the remuneration of the 'Independent Engineer' shall be paid by the Concessionaire.</p>
50	Review of Project during Operations	<p>An 'Independent Consultant' / 'Independent Auditor' shall be appointed by the Authority to review the Operations and Management of the Project and to Audit the Accounts of the SPC for ascertaining the 'Total Sale</p>

S.No.	Key Information	Details
		Proceeds' from the 'Direct Marketing' of 'Bench-marked' Output to the 'End Users' from the 7 th Year onwards as per the terms of the Concession Agreement and compliances by the SPC. However, the remuneration of the 'Consultants' shall be paid by the Concessionaire.
51	Review of Technical Committee	After 3 years of commencement of Project, 'Technical Committee' constituted by NFDB will revisit all the parameters of the project with regard to the Lease Rentals, species, quantities, rates, Concession Agreement etc.
52	'Bid Processing Fee'	Rs.29,500/- (Rupees Twenty Nine Thousand Five Hundred only) <u>including GST.</u> The Bidder shall transfer the 'Bid Processing Fee' to the NFDB Bank Account as mentioned below: Account Name: National Fisheries Development Board; Current A/c. No.: 62029582916; IFSC Code: SBIN0021220; Bank & Branch: State Bank of India, Attapur, Hyderabad-500052. (OR) The Bidder shall make the payment of Rs.29,500/- (Rupees Twenty Nine Thousand Five only) through a Demand Draft drawn from any Nationalized / Scheduled Bank in favour of "National Fisheries Development Board" payable at Hyderabad.
Important Dates		
53	Downloading of the RFP	RFP Document can be downloaded between 19.04.2023 to 19.05.2023 from the NFDB Website: www.nfdb.gov.in ; Dept. of Fisheries, Govt. of India Website: www.dof.gov.in ; and Govt. of India eProcurement Portal https://www.eprocure.gov.in
54	Pre-bid Meeting	11:00 Hrs (IST) on 28.04.2023 at O/o. The Chief Executive, National Fisheries Development Board (NFDB), Address: Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State.
55	Due Date for the Submission of Bid 'Online'	16:00 Hrs (IST) on 19.05.2023 or any other date intimated subsequently. Bidders shall upload their bids at Govt. of India eProcurement Portal https://www.eprocure.gov.in
56	Due Date for the Submission of the 'Hard Copy' of the 'Technical Bid'	16:00 Hrs (IST) on 23.05.2023 or any other date intimated subsequently. The 'Hard Copies of the Technical Bid' along with the "Originals Copies" of (i) Bid Processing Fee; and (ii) 'Bid Security' / 'Bank Guarantee' / Proof of 'Online Payment UTR Number' and other required documents as specified in the RFP shall be submitted within Two (2) Working Days after the 'Due Date' for the 'Online Submission', at the O/o. The Chief Executive, NFDB, Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad–500052, Telangana State.
57	Date and Time of Opening of Technical Bids.	11:00 Hrs (IST) on 24.05.2023 or any other date intimated from time to time.

S.No.	Key Information	Details
58	Date and Time of Opening of 'Price Bids'.	Shall be intimated to the Technically Qualified Bidders

Note: Amendments/Addendum/Corrigendum to the RFP, if any, will not be published in the newspapers, but shall be posted only on the NFDB Website: www.nfdb.gov.in; Dept. of Fisheries, GoI., Website: www.dof.gov.in; and Govt. of India eProcurement Portal / Website: <https://www.eprocure.gov.in>

3. DEFINITIONS AND INTERPRETATION

3.1 DEFINITIONS

'Agreement' shall mean the Concession Agreement entered into between the NFDB and the Preferred Bidder;

'Associate' means, an enterprise in which the investor holds directly or indirectly through subsidiary (i.e.), 50% or more of the voting power of the said enterprise and which is neither a subsidiary nor a joint venture of the investor;

'Annual Lease Amount' means the lease amount payable annually by the Concessionaire towards land offered for the entire Concession Period for Design, Operation & Management of Integrated Coastal Aquaculture Facilities at Mulapolam Village pursuant to the Concession / Concession Agreement;

'Authority/Grantor' shall mean National Fisheries Development Board (NFDB);

'Benchmarked Output' shall mean the Capacities and Outputs specified by the Authority and achieved by the Concessionaire from the 'Project Facility' during the Concession Period;

'Bid or Detailed Bid or Proposal' shall mean the Bid submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any;

'Bid Security' shall mean the security furnished by the Bidder in the form as stipulated in the RFP Document;

'Bidder' shall mean who has responded to the RFP and submitted his Bid in response to the RFP (Sole Bidder or Consortium);

'Bid Evaluation Committee' shall mean the 'Technical Committee' constituted by the Authority for evaluating the Bids;

'Buy-back Agreement' shall mean the guaranteed purchase of the 'Specified Output' from the 'Project Facility' by the Authority (NFDB) at the 'Tendered Price' quoted by the bidder for an initial period of 6 Years including the Implementation Period;

'Capability Statement' shall mean all the statements along with all the necessary supporting documents submitted by the Bidder as part of the Bid in Envelope I to substantiate the Eligibility Criteria of the Bidder;

'Chartered Accountant' shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning OF THE Chartered Accountants Act, 1949.

'Commercial Operation' means the occupancy and use of the relevant Project Facility by the Concessionaire, pursuant to Contractual Arrangements with the Concessionaire;

'Commercial Operation Date or COD' means the date on which the Authority issues the Project Completion Certificate;

'Completion Certificate' means the certificate issued by the Authority in the manner set out as per terms of RFP/Concession Agreement as per the Clause 6.3 of Section III of draft Concession Agreement;

'Concessionaire' shall mean the Special Purpose Company (SPC) incorporated by the Preferred Bidder who has been selected and nominated by the NFDB to Design, Build, Finance Operate and Transfer the Project on the terms and conditions stipulated in the RFP/Agreement;

'Concession Agreement' shall mean an agreement entered into by and between the Authority, and the Preferred Bidder / Concessionaire;

'Concession Period or Contract Period or Authorisation Period' shall mean the period of 15 Years initially (Including the Development Period and Financial Closure Period), which shall be extended for another tenure of 15 Years, based on the 'Performance Indicators' and subject to the mutual agreement between the Authority and the Concessionaire;

'Consortium' shall mean not more than three (3) of legally constituted entities, who have come together, have agreed or have formed an understanding (in writing) for implementing the Project, subject to the terms of this RFP under a Consortium Agreement;

'Consortium Agreement' shall mean an agreement to be entered into amongst the Members of the Consortium and forming part of their Bid;

'Constituent Member' shall mean any member of the Bidding Consortium, whose financials and/or project related experience have been taken into account in the Capability Statement to meet the Eligibility Criteria and who shall be required to commit to hold minimum 10% of the equity in the Concessionaire /Project SPC;

'DBFOT' shall mean Design, Build, Finance, Operate & Transfer.

'Direct Marketing' shall mean the concessionaire may market the 'Output' from the Project Facility directly to the 'End User' after the completion of the Buy-back Agreement with the Authority.

'Due Date' shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP Document;

'Eligibility Criteria' shall mean the criteria stipulated in the RFP, which is required to be met by the Bidder based on his Capability Statement and documents to become eligible for opening and evaluation of his Technical Bid;

'Escrow Account' means the bank account in the Escrow Bank into which all the revenue inflows and outflows of the Concessionaire that accrue or arise under, in connection with or pursuant to the Project shall be credited and debited, as the case may be, in accordance with the provisions hereof and of the Escrow Agreement and shall include the sub-accounts of such account;

'Price Bid' or 'Financial Bid' shall have the meaning as set forth in the RFP Documents;

'Financial Year' shall mean year starting from 1st April to 31st March. In case Bidder's financial/accounting years are different from the above, the immediate past financial/accounting years of the Bidders as per their annual reports shall be applicable for the evaluation;

'Firm/Company' shall mean a single legal entity, which is a Registered Body, Government Agency or Statutory Body;

'Guaranteed Buy-back' shall mean the guaranteed capacity and quantity of output to be purchased by NFDB during the initial 6 years of the Concession Period

'Lead Member' shall mean in case of a Consortium, the firm nominated to act as Lead Member of the Consortium at the RFP stage, which qualifies as per the Eligibility Criteria, and which shall continue to be the leader and be authorized as such for submission of Bid. The Lead Member will represent the Consortium on all matters pertaining to the RFP and shall have the primary responsibility of developing and implementing the Project;

'Lenders' shall mean any person(s)/ firm(s) based in India or abroad providing financial assistance, loans, funds, or other credit facilities to the Concessionaire under any financing agreements;

'Letter of Award (LoA)' shall mean the letter issued by the Authority to the Preferred Bidder towards the award of Project, in accordance with the terms of this RFP;

'Minimum Development Obligations' shall mean the Minimum Development Requirements to be met by the Preferred Bidder / Concessionaire in implementation of the Project; the details of the Minimum Development Obligations are provided in the RFP;

'Operations Period' means the period commencing from COD and ending on the expiry or prior termination of this Concession Period;

'Power of Attorney' shall mean the Power of Attorney in the format provided in RFP, to be furnished by the Bidder authorizing a person to sign the Bid and act for and on behalf of the Bidder during the bidding process;

'Preferred Bidder' shall mean the successful Bidder, whose Bid is declared as the Lowest Evaluated Bid as a result of the Bid evaluation process as set forth in this RFP Document;

'Project' means, development of "Integrated Coastal Aquaculture Facilities" at Mulapolam Village, Srikakulam District, Andhra Pradesh on Public Private Partnership (PPP) model and subject to the provisions of this RFP and Agreement, (i) Financing, Completion, Commissioning, Marketing, Management, Operation & Maintenance and Commercial Use of the 'Project Facilities'; execution of the Works and all activities incidental thereto; such as commissioning and insurance etc., by the Concessionaire during the Contract Period; (ii) Supply of the Output to the Authority as specified in the RFP; Payment of Lease Amount and Royalty as per the Terms & Conditions stipulated in the RFP during the Concession Period; and (iii) Transfer of the Project/Project Facilities by the Concessionaire to Authority or its nominated agency at the end of the Concession Period by efflux of time or prior termination;

'Project Agreements or Project Concession Agreement' shall mean Concession Agreement, and any other legal documents as mutually agreed to between the Authority and the Preferred Bidder, necessary for implementing the Project;

'Project Completion Period' shall mean the total period in which the construction of MDOs is completed and certified by Authority;

'Project Cost' shall mean the total cost of Project. The components would include the costs incurred for carrying out the Project related activities such as formulation, development, design, engineering, finance, construction, interior decoration, etc;

'Project Facilities' shall mean the 'Integrated Coastal Aquaculture Facilities' to be developed at the Project Site.

'Performance Security' shall mean the irrevocable & unconditional Bank Guarantees furnished by the Preferred Bidder prior to the signing of Concession Agreement;

'Request for Proposal or RFP' shall mean the Bid documents comprising Sections I to IV and any other addenda issued thereon;

'Royalty' shall mean the amount payable by the Concessionaire to the Authority computed @ **2% of the total 'Sale Proceeds'** during the initial 6 years, thereafter computed @ **8% of the total 'Sale Proceeds'** during the balance Concession Period.

'Right-of-First-Refusal' (ROFR) shall mean the 'Right' to have the 'First Opportunity' for the Concessionaire as per the prevailing Agreement, upon completion of the Concession Period, for further Renewal, by way of Competitive Bidding, by matching the lowest 'Price Bid'.

'Sale Proceeds' shall mean annual gross revenues in whatever form earned, accrued, or in any other form received by the Concessionaire from the Project through the sale of any output produced each year from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the 'Project Facility', beyond the guaranteed buy-back by NFDB in the first six years of the Concession Period and 100% of the annual output, excluding the output purchased by NFDB, for the rest of the Concession Period.

'Special Purpose Company or SPC' shall mean the company to be set up by the Preferred Bidder/Concessionaire, if required, for the purposes of exclusive implementation of the Project under Companies Act, 2013;

'Technical Criteria' shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Price Bid.

3.2 INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
6. Any reference to a person shall include such person's successors and permitted assignees;
7. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to "month" shall mean a calendar Month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In case of any conflict, discrepancy or repugnancy between the provisions of RFP Documents, provisions of the Concession Agreement shall prevail over and supersede the provisions of other documents.
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

4. GENERAL INFORMATION AND INSTRUCTIONS

4.1 CONTENTS OF THE RFP DOCUMENT

The RFP Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Sub-clause 4.15.

Section I: Instruction to Bidders (ITB)

Section II: Formats for Bids Submission (FBS - Appendices)

Section III: Draft Concession Agreement (DCA)

Section IV: Project Information Memorandum (PIM)

4.2 INTRODUCTION TO RFP

- 4.2.1 This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in the Instructions to Bidders (ITB), have the same meaning when used in the other sections of RFP, unless separately defined.
- 4.2.2 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid for the proposed Project. The prescribed formats for submission of Bids are annexed to the RFP as Section-II.
- 4.2.3 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP Document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats/without signature on all pages.
- 4.2.4 A Bidder or a Bidding Consortium is eligible to submit only one Bid. A Bidder bidding individually as a 'Sole Bidder' or as a Member of a Bidding Consortium shall not be entitled to submit another bid for the same project either individually as a 'Sole Bidder' or as a Member of a Bidding Consortium, as the case may be.
- 4.2.5 Salient details of the Project are provided in Section IV of the RFP as "Project Information Memorandum" (PIM), which includes Market Assessment, Project assumptions, details, plans etc. The Project Information Memorandum (PIM) for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the Project Information Memorandum (PIM) shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum (PIM).

4.2.6 Minimum Development Obligations (MDOs):

Following are the Minimum Development Obligations (MDOs) to be achieved by the Concessionaire in two (2) phases:

Phase-1

Operation & Management of 'Integrated Coastal Aquaculture Facilities' being developed and completed by the NFDB.

1. Producing the Specified Outputs and Supplying Specified Quantities of the 'Fry/Crab Instars', 'PLs' and 'Fingerlings/Crablets' Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB at the 'Discovered Price' from the 'Price Bid' as per the 'Buy-back Agreement' for the initial period of Six (6) Years including implementation period. In case of excess requirement of 'Fry', 'PLs' and 'Fingerlings' Output, during the initial period of Six (6) Years, NFDB shall have the first option to buy the required quantity.
2. The NFDB shall have the first option to 'Buy-back the Output' for the rest of the Concession Period also.
3. The Concessionaire shall pay Royalty to the Authority towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Guaranteed Buy-back and additional output purchased by NFDB, if any, in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period.

Phase-2

1. Design, Operation & Management of the following 'Integrated Coastal Aquaculture Facilities' by the 'Private Bidding Entity' -
 - Multi Species Marine Fin Fish Hatchery Complexes (2 Units)
 - Mud Crab Hatchery Complexes (1 Unit)
 - Scampi Hatchery Complexes (1 Unit)
 - Polychaetae (SPF) Production Facility.
 - Nursery Ponds (2 Units)
 - Reservoir Earthen Ponds (2 Units)
 - Raw Water Circular Reservoir (3 Units)
 - Additional Water Supply Facilities for Phase-2 Area.
 - Additional ETP-2.
 - External Electrical Works & Transformers 4 Nos.
 - Compound Wall, Additional Roads, Parking, Landscaping, Gardens & Greenbelt.
2. Producing the Specified Outputs and Supplying of Specified Quantities of the 'Fry/Crab Instars' and 'Fingerlings/Crablets' Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB at the 'Discovered Price' from the 'Price Bid' as per the 'Buy-back Agreement' for the initial period of Six (6) Years including implementation period. In case of excess requirement of 'Fry/Crab Instars', 'PLs' and 'Fingerlings/Crablets' Output, during the initial period of Six (6) Years, NFDB shall have the first option to buy the required quantity.

3. The NFDB shall have the first option to 'Buy-back the Output' for the rest of the Concession Period also.
4. The Concessionaire shall pay Royalty to the Authority towards the sale of output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Guaranteed Buy-back and additional output purchased by NFDB, if any, in the first 6 years of the Concession Period and 100% of the output, excluding the output purchased by NFDB, for the rest of the Concession Period.

Note:

- Phase-1 of the MDOs shall be completed within **Three (3) Months** from the date of signing of Concession Agreement.
- Phase-2 of the MDOs shall be completed within **Twenty Four (24) Months** from the date of signing of the Concession Agreement.
- All 'Project Components' shall comply with the Minimum Technical Specifications as per the Applicable Norms.

4.2.7 Specified Capacities & Outputs from the 'Integrated Coastal Aquaculture Facilities' at Mulapolam

The 'Capacities and Outputs' to be achieved from Phase-1 and Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam are 'Specified' below:

PHASE-1:

A. Nursery Complex (2 Blocks) (Being Constructed by NFDB)										
S. No	Species	No. of Indoor Tanks - 18 T Capacity	No. of Outdoor Tanks - 37 T Capacity	Output of Fingerlings in Lakhs per year	Fingerlings to be supplied to NFDB - for Pond culture			Fingerlings to be supplied to NFDB -for Sea ranching		
					Estimated size	Cost per Piece in Rs.	Guaranteed Buy-back (No. in lakhs)	Estimated size	Cost per Piece in Rs.	Guaranteed Buy-back (No. in lakhs)
1	Pompano	6	6	15	6-8 cm	20.90	3	10-12 cm	33.25	1
2	Seabass	8	8	17	6-8 cm	32.30	6	10-12 cm	43.70	1
3	Cobia	2	2	2.5	8-10 cm	28.50	1	14-15 cm	42.75	0.5
4	Mud Crab	16	16	8.45	2-5 gm	20.90	3			

Grow-out Complexes (Block A & B)					
S. No.	Species	No of ponds with 1600 cc	Production of marketable size Fish (KG)	Estimated Size at harvest in Kg	Farm Gate Price of Marketable Fish per Kg in Rs.
1	Pompano	6	33600	0.5	300
2	Seabass	4	17920	1.0	400
3	Cobia	2	12800	2.5	300
4	Mud crab	4	3456	0.6	600

PHASE-2

A. Hatchery Complexes							
S. No	Species	Hatcheries capacity	Area required acres incl. Nursery	Estimated production of Fish Fry in Mns (@ 60 % survival)	Estimated size of fry	Cost of Fry per piece in Rs.	Fry to be supplied to NFDB (Guaranteed Buy-back) (No. in lakhs)
1	Multispecies Marine Fin Fish Hatchery Complexes -2 Nos						
a.	Silver/Indian Pompano	Total 10 Million for two hatcheries @ 5 Million per Hatchery. annum	10 Acres (5 acres per hatchery)	1 X 2 = 2 (20 Lakhs)	2.5-3 cm	5.70	5
b	Asian Sea bass			1 X 2 = 2 (20 Lakhs)	2.5-3 cm	12.35	6
c	Cobia			0.50 X 2 = 1.00 (10 Lakhs)	4-5 cm	14.25	2
d	Milk Fish			0.25 X 2 = 0.50 (5 Lakhs)	2-3 cm	5.70	2
e	Pearl Spot			0.25 X 2 = 0.50 (5 Lakhs)	2-3 cm	7.60	2
2	Mud crab Hatchery Complex-1 No	5 million crab instars per annum	5 Acres	3 million (30 Lakhs)	0.5-0.8 cm	8.55	11
3	GI Scampi Hatchery -1 No	100 million PLs per annum	5 Acres	60 million PLs per annum (600 Lakhs)	0.008 - 0.01 gm	0.93	200

B Nursery Complexes										
S. No.	Species	No. of Indoor Tanks - 18T capacity	No. of outdoor Tanks - 37 T capacity	Fingerlings produced in Lakhs per year	Fingerlings to be supplied to NFDB - for Pond culture			Fingerlings to be supplied to NFDB -for Sea ranching		
					Estimated size	Cost per Piece in Rs.	Guaranteed Buy-back (No. in lakhs)	Estimated size	Cost per Piece in Rs.	Guaranteed Buy-back (No. in lakhs)
1	Silver Pompano/ Indian Pompano	10	10	25	6-8 cm	20.90	2	10 -12 cm	33.25	1.0
2	Asian Sea bass	10	10	22	6-8 cm	32.30	3.5	10 -12 cm	43.70	1.0
3	Cobia	4	4	5	8-10 cm	28.50	1	14- 15 cm	42.75	0.5
4	Milk Fish	4	4	4	6-8 cm	12.35	1	8- 10 cm	14.25	0.5
5	Pearl Spot	4	4	8.5	5-6- cm	11.40	1	8- 10 cm	17.10	0.5
6	Mud crab	16	16	8.5	2-5 gm	20.90	3			
7	GI Scampi	16	16	50	5-6 gm	6.65	30			
8	SPF Polychaete (Rupees per kg)			1500- kgs per annum in 2 cycles		4275 per kg	200 kg			

A. Polychaetes (SPF)			
Species	Area Required	Target Production per Year	Cost of Polychaetes Per Kg in Rs.
Production and Supply of Specific Pathogen Free Polychaete Worms – <i>Marphysa gravelyi</i> and <i>Alitta Virens</i> (formerly Nereis Virens)	320 Sq.Mt.	1500 Kgs.	4500

Note on Quality Standards:

- (i) The Quality of the Seed - the Fish Larvae (Fry/Fingerlings) should be healthy, actively swimming, without any deformities, external injuries, parasites and disease free.
- (ii) The Scampi Post Larvae (PLs) shall be healthy, actively swimming and should pass the stress test and negative for all OIE listed diseases.
- (iii) Polychaetes shall be pathogen free.
- (iv) The quality of all the seed/ fry/PLs/fingerlings produced and sold from the project shall
 - o comply with Quality standards with regard to health (Disease free and active and healthy) survival, feeding (weaned to artificial feed), growth, etc. and
 - o follow all the existing Good Management Practices (GMPs)/ Best Management Practices (BMPs) as per the State/National/ international standards and
 - o be certified duly following the traceability norms.
- (v) All establishments Hatcheries, Nurseries and Grow out ponds shall be maintained as per CAA standards and the State/National/ International standards stipulated from time to time
- (vi) The sizes of seed (fry/PLs/Fingerlings etc.) have to be complied with strictly. If the size is lower than the prescribed sizes no amount shall be paid and if the sizes are more than prescribed sizes, no extra price shall be paid.

Note on Output Specifications:

- (i) 'Targeted Output' of each of the Planned Facility (Hatchery, Nursery Complexes etc.) are clearly specified in terms of 'Species' and 'Quantities'.
- (ii) The NFDB will 'Market' the 'Produce' to various Agencies including Private Farmers and State Agencies at a Suitable Price with a mark-up.
- (iii) Flexibility is allowed on year wise targets of species and quantities produced, reared and supplied to NFDB based on the demand. However, the specified quantities shall be achieved in total during the initial 6 years i.e., the year wise targets specified in the RFP document can be swapped based on the demand, provided overall target specified is met during the initial 6 years.
- (iv) Any shortfall in the supply of Cumulative Benchmarked Output in the initial period of Six (6) Years including the Construction Period, would entail a Penalty @ 50% of the shortfall as per the 'Price Bid'. For avoidance of doubt, Penalty payable shall be 50% of the quantity of shortfall in each category x quoted price for that category.
- (v) In case of excess requirement, NFDB shall have first right to 'Buy-back' and NFDB may permit the Concessionaire to sell directly to the open market.

4.2.8 Other Terms and Conditions:

- The selected Bidder shall be responsible to mobilize required investments for the implementation of Phase-2 of the Facilities.
- The developer can start production and supply once the infrastructure is established for some hatchery/nursery facilities before the completion of 2 years construction period, after assessment of the quality of construction and on issue of go-ahead approval by the Technical Committee constituted by NFDB.
- All invoices for all sales from the project shall be on the name of NFDB.
- The quality of all the seed/ fry/PLs/fingerlings produced and sold from the project shall
 - comply with Quality standards with regard to health (Disease free and active and healthy) survival, feeding (weaned to artificial feed), growth, etc. and
 - follow all the existing Good Management Practices (GMPs)/ Best Management Practices (BMPs) as per the State/National/ international standards and
 - be certified duly following the traceability norms.
- All establishments Hatcheries, Nurseries and Grow out ponds shall be maintained as per CAA standards and the State/National/ International standards stipulated from time to time.
- The sizes of seed (fry/PLs/Fingerlings etc.) have to be complied with strictly. If the size is lower than the prescribed sizes no amount shall be paid and if the sizes are more than prescribed sizes, no extra price shall be paid.
- The selected Bidder shall be responsible for obtaining the required mandatory Approvals and Clearances, if any, for the implementation of Phase-2 of the Facilities from the Local Authorities.
- The selected Bidder shall be responsible for obtaining any applicable incentives and benefits for the development of "Integrated Coastal Aquaculture Facilities" from any applicable Schemes of Government of India.
- The selected Bidder shall adopt required Water Conservation, Water Recycling & Reuse, Rainwater Harvesting, Zero Discharge of Waste Water and Storm Water; and also incorporate Energy Efficient Designs & Utilities at the project site.

4.2.9 NFDB Role and Support to the Project

The NFDB shall extend the required support for the implementation of the Integrated Coastal Aquaculture Facilities at Mulapolam as follows.

1. List of Statutory Approvals & Clearances obtained and to be obtained by the NFDB:

(i) Coastal Aquaculture Authority (CAA) Permission:

Obtained CAA permission for taking up coastal aquaculture activities in the facility

(ii) NoC from APPCB:

Andhra Pradesh Pollution Control Board accorded NoC for taking up coastal aquaculture activities in the facility

(iii) CRZ Clearance:

Applied for CRZ clearance for drawing seawater from Bay of Bengal to the Project Site and to discharge the treated marine outfall and is under process- APCZMA recommended the project to MoEF, GoI.

(iv) Forest Department permission:

Stage-I In-Principle Approval for Diversion of 0.39 ha of Forest land to for laying of Seawater Intake Pipeline from Bay of Bengal to the Project Site accorded. Stage -II approval is in progress

(v) Maritime Board Permission:

Maritime board informed to apply once CRZ clearance is issued and will be taken up after obtaining CRZ clearance.

2. The NFDB shall extend required assistance and cooperation for obtaining the required mandatory approvals and clearances, if any, from the local authorities.
3. The NFDB shall complete the Phase-1 of the Integrated Coastal Aquaculture Facilities with required investment and handover the facilities to the selected Private Entity for the O&M of the Phase-1 of the Integrated Coastal Aquaculture Facilities by June, 2023.
4. The NFDB shall not make any further investments for the implementation of Phase-2 and the selected Private Entity shall be responsible to mobilize required investments for the implementation of Phase-2 of the Facilities.

4.3 SCOPE OF THE BID

The Bidders are expected to **submit their Bids 'Online' in Three Parts i.e., (i) Pre-Qualification Bid; (ii) Technical Bid; and (iii) Price Bid:**

Part I Pre-Qualification Bid

The 'Pre-Qualification Bid' comprises of Covering letter, 'Bid Security' of Rs. 55,00,000, Power of Attorney for signing the Application, Power of Attorney for signing the Application, Power of Attorney for Lead Member of Consortium, Consortium Agreement (in case of a Consortium), Proof of Payment of Bid Processing Fee, Signed RFP Document along with Annexure, Addenda and Supporting Documents.

Part II- Technical Bid

The 'Technical Bid' comprises of Capability Statements of the Firm / Consortium & Project Undertakings for meeting the Minimum Development Obligations, Development Controls and Technical Specifications, Applicable Permits etc. (Refer Section-II of the RFP for the Formats).

Part III- Price Bid

The 'Price Bid' is as per the 'Format' provided 'Online' on the 'CPP Portal' of Govt. of India. A model / format of the 'Price Bid' is provided in the RFP Document for illustration

purpose only for the guidance of the bidders. ***The 'Price Bid' SHOULD NOT BE SUBMITTED along with the 'Hard Copies of the Technical Bid'.***

'Hard Copies of the Technical Bid' comprising of **'Pre-Qualification'** and **'Technical & Financial Criteria Documents'**, sealed in an 'Envelope', shall be submitted within the due date and time as specified in "Schedule of RFP Process", which shall be a reference document to the Authority. Non-submission' of the Hard Copies of the Technical Bid will render the Bid as Non-Responsive and subject to Disqualification.

4.4 BIDDER'S RESPONSIBILITY FOR DATA

4.4.1 While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality.

4.4.2. The technical details provided in Section IV (Project Information Memorandum) of RFP are based on the site status, demand surveys and assumptions of the Authority. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the 'owner' of all the data, which forms the basis of the Bid and shall have no claims whatsoever on the Authority regarding the accuracy of the data or designs, drawings, concepts plan etc. furnished in the RFP.

4.4.3 Bidder shall carry out site visits, surveys, investigations etc. at its own cost and risk with the permission of the Authority.

4.5 BIDDER'S ELIGIBILITY CRITERIA

4.5.1 General Eligibility

- a) This invitation of Bid is open to all interested Bidders; may either be a single entity or Consortium (maximum of three entities coming together) to implement the Project.
- b) All firms/Companies/ Consortia, who have submitted the RFP Document will be considered, subject to their meeting the specific criteria set forth in the RFP.

The Bids would be evaluated based on the details and data furnished. Authority's decision regarding Bidder's eligibility or otherwise shall be final and binding.

- c) Bids submitted by a Consortium of not more than three entities as members shall comply with the following requirements:
 - i. Consortium Agreement duly signed by all the members of the Consortium shall be submitted along with the Bid. The members shall nominate one of

- the members of the Consortium thereof as the Lead Member (subject to fulfilling the conditions stipulated in the RFP.)
- ii. The Consortium Agreement shall clearly state the roles & responsibilities, proposed to be shared, among the members of Consortium during project execution and implementation.
 - iii. The Lead Member shall be authorized by the other members of the Consortium to act for and on behalf of the Consortium including interacting with the Authority, receive instructions and furnishing Bid Security etc.
 - iv. The Lead Member and other Consortium members shall be jointly and severally liable for the implementation of the Project in accordance with the terms of the Concession Agreement, and a statement to this effect shall be included in the Consortium Agreement.
 - v. All the information as per the requirements of the RFP shall be provided to the lead member of the Consortium.
 - vi. The Bid shall be legally binding on all the members of the Consortium.
 - vii. No member of the Consortium shall be changed after submission of the Bids/Signing of the Concession Agreement.
 - viii. The Bids would be evaluated based on the details and data furnished. Authority's decision regarding Bidder's eligibility or otherwise shall be final and binding.
- d) The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority and the Authority may request the Bidders for the same till signing of the Concession Agreement.
- e) Bidders may be required to periodically update (at times to be notified by the Authority) the information submitted in their Capability Statement with regard to the following:
- i. Evidence of availability of financial resources;
 - ii. Audited Balance sheets including the effect of known commitments;
 - iii. Commitments of other works awarded since submitting the Bid;
 - iv. Any other information that might be requested;
 - v. Any information known to the Bidder that may affect its ability to perform the contractual obligation.
- f) A Bidder may be disqualified if it is determined by the Authority, at any stage of the bidding process that the Bidder fails to continue to satisfy the Eligibility

Criteria and Technical Criteria. Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by the Authority.

4.5.2 Minimum Equity Commitment

The Preferred Bidder shall be required to incorporate a Special Purpose Company under the Companies Act, 2013 prior to signing of Concession Agreement. The Preferred Bidder/Consortium as a whole shall hold minimum 51% of the paid-up equity share capital of the Concessionaire at all times during a period that shall not be less than 10 Years from the date of signing of the Concession Agreement. In case of Preferred Bidder being a Consortium, the Lead Member shall hold at least 26 per cent of the paid-up equity share capital of the Concessionaire for a period that shall not be less than 10 Years from the date of signing of the Concession Agreement and other constituent members of the Consortium, shall hold at least 10% of the paid-up equity share capital of the Concessionaire each for a period that shall not be less than 10 Years from the date of signing of the Concession Agreement. No change in composition of the Preferred Bidder/Consortium shall be made for a period of 10 Years (**the "Lock-in Period"**) from the date hereof. Any transfer of such share capital after such 10 Years shall require the prior written approval of the Authority, which shall not be unreasonably denied.

4.5.3 Conflict of Interest

- 4.5.3.1 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the 'Bid Security' or 'Performance Security', as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder,

Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 4.1.3.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, authorisational loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, authorisational loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other;
- Or**
- vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 4.5.3.1, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/

Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

4.5.3.2 A Bidder shall be liable for disqualification and forfeiture of 'Bid Security' if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LoA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Bidder or Concessionaire, as the case may be, after issue of the LoA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the 'Bid Security' or 'Performance Security', as the case may be, which the Authority may have thereunder or otherwise, the LoA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Bidder or Concession for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (Six) Months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) Years from the date of commercial operation of the Project.

4.5.3.3 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

4.5.4 Change in Ownership

4.5.4.1 By submitting the Bid, the Bidder acknowledges that it qualifies on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members. The shareholding pattern of the consortium members shall be maintained as per the stipulations of RFP Document including its addendum. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 4.5.4.1 shall apply only when the Bidder is a Consortium.

4.5.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of change in control of a Consortium Member or an Associate whose Technical Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Preferred Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

4.5.4.3 The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under.

4.5.5 Basic Mandatory Criteria

The Sole Bidder or any one member of the Bidding Consortium shall have the following Registrations / Licenses:

1. Firm / Company Registration
2. GST Registration.
3. PAN Registration
4. Trade / Industry License/ MSME Registration / Fisheries Activity/Any Other Registration.
5. License / Registration with the Fisheries Department (Central / State / Local Authority) / Any Other Govt. Agency.

4.5.6 Desirable Quality Standards Criteria

The Applicant / Bidder shall have the following Desirable Standards:

1. Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries.

2. Any Other Concerned Aquaculture Authority / Govt. Agency.
3. MPEDA Registration or Any Other Concerned Govt. Agency.

4.5.7 Financial Capability

The Sole Bidder or any one Member of the Bidding Consortium, shall have the following Financial Eligibility Criteria:

1. Average Annual Turnover of Rs.11.00 Crores (Rupees Eleven Crores Only) in the last 'Five (5) Financial Years' (FY 2017-18; 2018-19; 2019-20; 2020-21 & 2021-22), as per their Audited Annual Reports
(OR)
2. Net-worth of Rs.11.00 Crores (Rupees Eleven Crores Only) as per their latest Audited Annual Reports for the Financial Year 2021-22.

Net-worth: *The definition of the Net-worth shall be as per the Section 2 of the Companies Act 2013.*

4.5.8 Experience Criteria

The Sole Bidder or any one Member of the Bidding Consortium (not more than Three), shall meet following conditions to meet the Technical Experience:

- (a) Development/Establishment Experience in Aquaculture / Mariculture / Pisciculture / Hatchery Operations/Any other related Fisheries Activities (Any Part of these Activities) with at least One 'Developed Project'* with an 'Output Capacity' of 10.00 Lakh Pcs. of 'Fry/Fingerlings/Crab Seed/ Scampi Seed/Marketable Size of any of the species mentioned in the RFP' Per Annum (OR) an 'Output Value' of Rs.5.00 Cr. Per Annum in the last 10 Years.
(OR)
- (b) *Operation & Management (O&M) Experience of 5 Years in Aquaculture / Mariculture / Pisciculture / Hatchery Operations / Any Other Related Fisheries Activities (Any Part of these Activities)* with at least One 'Operational Project'* with an 'Output Capacity' of 10.00 Lakh Pcs. of 'Fry/Fingerlings/Crab Seed/Scampi Seed/Marketable Size of any of the species mentioned in the RFP' Per Annum (OR) an 'Output Value' of Rs.5.00 Cr. Per Annum in any year during the last 5 Years.

**The bidder shall submit the 'Experience Certificates' from the concerned Authority/Firm/Individual as 'Documentary Proof for the 'Technical Experience Criteria'.*

In case of furnishing an "Experience Certificate" from a 'Private Entity' (Firm/Individual) as a "Documentary Proof", the Certificate shall be duly Notarised by a Regd. Notary d or certified by a Chartered Accountant.

4.5.9 Technical Presentation

The technically qualified Bidders shall give 'Detailed Presentation' to the 'Technical Committee' constituted by the Authority on their 'Similar Project Experience' and 'Project Approach' for development of Integrated Coastal Aqua Facilities at Mulapolam, as per the specified MDOs stipulated in the RFP. The evaluation of Presentation shall be carried out by the 'Technical Committee'.

4.5.10 Qualification through Affiliates

The Bidding Company (in case of a single Bidder / Consortium) can draw upon the Technical Capability of one or more of its Affiliates. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.

For purposes hereof, "Affiliate" means a Company that directly or indirectly controls, through one or more intermediaries, or is directly controlled by, or is under the common control of the Bidding Company, 'Control' as used here, means ownership by one company of more than 50% of the voting rights of the other company.

4.5.11 Special Conditions for a Consortium

- (a) For evaluation of Financial Capability, the following conditions shall additionally apply:
- i. The maximum number of members in the Consortium shall be three (3) including the Lead Member.
 - ii. Any one Member of the Consortium shall fulfil 100% of the Financial Criteria as mentioned above.
 - iii. The Consortium as a whole shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than ten (10) Years from the date of signing of the Concession Agreement.
 - iv. Minimum equity commitment shall be as per the Clause 4.5.2.
- (b) For evaluation of Experience Criteria as stipulated in Clause 4.5.8, only such projects would be considered for evaluation, which have been developed/ operated by any one constituent member of the Consortium either on its own or as a lead member of a Consortium/SPC.

4.5.12 Special Condition for a Sole bidder:

In case of Sole Bidder, he shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than ten (10) Years from the date of signing of the Concession Agreement. However, for any change in the composition of the SPC, prior approval of the Authority has to be taken.

4.5.13 Non-Compliance with RFP

The Authority reserves the right to terminate Bidder's participation in the bidding process at any time, should the Authority consider that a Bidder has, without the prior consent, failed to comply with the procedures and requirements prescribed in the RFP.

4.6 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including site visits, field investigations, data collection, analysis, etc. and also any discussions/negotiations. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.7 SITE VISIT AND VERIFICATION OF INFORMATION

4.7.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining themselves the site conditions, location, neighbourhood developments, catchment analysis, climate, availability of power, water and other utilities for construction, access to site, applicable laws and regulations, and any other matter considered relevant by them.

4.7.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 4.7.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 4.7.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.7.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.7.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning

or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data provided by the Authority.

4.8 VERIFICATION AND DISQUALIFICATION

4.8.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

4.8.2 The Authority reserves the right to reject any Bid and appropriate the 'Bid Security' if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been evaluated and Preferred Bidder gets disqualified / rejected, then the Authority may

- (i) invite the Second Lowest Bidder/ Third Lowest Bidder excluding the Lowest Bidder to match with the Lowest Bidder Price Quote: or
- (ii) take any such measure as may be deemed fit at the sole discretion of the Authority, including annulment of the Bidding Process.

4.8.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has provided any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LoA or entering into the Concession Agreement, and if the Preferred Bidder has already been issued the LoA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Preferred Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Preferred Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the 'Bid Security' or 'Performance Security', as the case may be, as Damages, without

prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.9 BID PROCESSING FEE

4.9.1 It is mandatory to pay 'Bid Processing Fee' by making an 'Online' payment of **Rs.29,500/- (Rupees Twenty Nine Thousand Five Hundred only)** including GST to NFDB at the GoI eProcurement Portal **or** by making a payment of **Rs. 29,500 (Rupees Twenty Nine Thousand Five Hundred only)** in the form of Demand Draft / Banker's Cheque from any Nationalised/ Scheduled (excluding Co-operative) Bank in favour of 'National Fisheries Development Board' payable at Hyderabad. The Proof of Payment towards 'Bid Processing Fee' shall be submitted as part of the Proposal.

4.9.2 Any Bid not accompanied by proof of 'Bid Processing Fee' as per 4.9.1 shall be rejected by the Authority as non-responsiveness and their Bids shall not be considered for evaluation.

4.10 POWER OF ATTORNEY FOR BID SIGNATORY

4.10.1 Power of Attorney, duly notarised and on a non-judicial stamp paper worth Rs.100 (Rupees One Hundred only), issued and signed by all the members of the bidding consortium appointing the Lead Member to act on its behalf in such capacity as its representative for the implementation of the Project shall be submitted as per the format provided in Appendix A7 of Section II of this RFP.

4.10.2 Power of Attorney duly notarised and on a non-judicial stamp paper worth Rs.100 (Rupees One Hundred only) issued and signed by the Bidder/Lead Member of the Bidding Consortium in favour of a specified person to act as the official representative of the Bidder/Bidding Consortium for the purpose of signing documents, making corrections/modifications and interacting with the Authority shall be submitted as per the format provided in Appendix A8 of Section II of this RFP.

4.11 VALIDITY OF BID

4.11.1 The Bids submitted shall remain valid for 180 Days from the Due Date of submission.

4.11.2 In exceptional circumstances, prior to the expiry of the original Bid validity period, the Authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. Bidder will not be permitted to modify their Price Bid, but will be required to extend the validity of the 'Bid Security' for the period of extension, and in compliance with Clause 4.12 hereof.

4.12 'BID SECURITY' TO BE SUBMITTED BY BIDDERS

- 4.12.1 The Bidder shall, along with the Bid, furnish a 'Bid Security' of **Rs.55,00,000 (Rupees Fifty Five Lakhs only)** in the form of unconditional and irrevocable Bank Guarantee from any Nationalised/ Scheduled (excluding Co-operative) Bank as listed on the RBI Website and amended as on the date of issuance of bank guarantee, in favour of 'National Fisheries Development Board' operable in Hyderabad or shall make the payment 'Online' at the GoI eProcurement Portal, the Proof of which (UTR Number) shall be submitted as part of the Proposal.
- 4.12.2 Any Bid not accompanied by an acceptable 'Bid Security' in the manner stated above shall be rejected by the Authority as non-responsiveness and their Bids shall not be opened for evaluation.
- 4.12.3 The Bank Guarantee towards 'Bid Security' shall be valid for 240 Days from the Due Date of submission, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 4.12.4 The 'Bid Security' of unsuccessful Bidders, except the Bidder (L2) next to the Preferred Bidder (L1), will be returned promptly by the Authority without any interest, but not later than one Month after the expiration of the Bid Validity Period, or within 15 Days of issue of Letter of Award (LoA) to the Preferred Bidder, whichever is earlier. The 'Bid Security' of L2 will be returned within 15 Days of signing of Concession Agreement with the Preferred Bidder.
- 4.12.5 The 'Bid Security' of L1 shall be retained till it has provided a 'Performance Security' in terms hereof and signed the Concession Agreement, subject to verification of the same.
- 4.12.6 The 'Bid Security' of L1 &L2 shall be extended beyond the original validity period in case the signing of Concession Agreement is delayed due to any reason.
- 4.12.7 The Authority shall be entitled to forfeit and appropriate the 'Bid Security' as mutually agreed genuine pre-estimated compensation/ damages to the Authority in any of the events specified in Clause 4.12.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period as specified in this RFP. No relaxation of any kind on 'Bid Security' shall be provided to any Bidder.

- 4.12.8 The 'Bid Security' shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 9 of this RFP;
 - b) If the Bidder withdraws his Bid during the period of Bid Validity (includes Bid processing time) as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority within the validity period; or
 - c) If the Bidder refuses to accept the correction of errors in his Bid; or
 - d) If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by the Authority; or
 - e) In the case of Preferred Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LoA; or
 - (ii) to furnish the 'Performance Security' within the period prescribed thereof and herein; or
 - (iii) to pay the non-refundable 'Project Development Fee' in accordance with the provisions hereof; or
 - (iv) to pay the 'Advance Annual Lease Amount' in accordance with the provisions hereof; or
 - (v) to sign the Concession Agreement.

4.13 MISCELLANEOUS INSTRUCTIONS

- 4.13.1 The Authority reserves the right to disqualify Bidders at any stage of the bidding process if the details submitted for pre-qualification are found to be incorrect or untrue.
- 4.13.2 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP might be considered non-responsive and may be liable for rejection.
- 4.13.3 Adherence to formats, wherever prescribed, is required. Non-adherence to formats shall be a ground for declaring a Bid non-responsive.
- 4.13.4 All communication and information from the bidder shall be provided in writing and in English language and only through Email only.
- 4.13.5 All financial data shall be provided (converted) in Indian Rupees only. The conversion ratio has to be specified clearly.
- 4.13.6 All communication and information provided should be legible, and wherever the information is provided in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- 4.13.7 No change in, or supplementary information to a Bid shall be accepted once submitted. However, the Authority reserves the right to seek additional information and/ or clarifications from the Bidders, if found necessary, during the

course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/ or clarifications sought by the Authority, may be a ground for rejecting the Bid.

- 4.13.8 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by the Authority, is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of the Authority and if the Authority is adequately satisfied.

4.14 BID RESPONSIVENESS

- 4.14.1 A Bid shall be deemed “non-responsive” if it does not satisfy any of the following conditions:

- i. It is not received by the Due Date and time
- ii. It does not include sufficient information/ details for it to be evaluated and/or is not in the formats specified in this RFP.
- iii. It is not signed and/or sealed in the manner as specified in this RFP.
- iv. ‘Bid Security’ for specified amount does not accompany it.
- v. It is not accompanied by Proof of Bid Processing Fee of RFP as per Clause 4.9.1.

- 4.14.2 Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of the Authority in this regard is final and binding.

4.15 CLARIFICATION & AMENDMENT OF RFP DOCUMENTS

- 4.15.1 Bidder requiring any clarification on the RFP Document shall request the Authority in writing by Email (any reference to either Email shall be interpreted to include the other) at the address provided below:

**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
Email: info.nfdb@nic.in & cenfdb@gmail.com**

- 4.15.2. Pre-Bid Queries, if any, proposed to be raised at the Pre-Bid Meeting by the Bidders should be sent to the Authority, NFDB in writing, by sending an Email to info.nfdb@nic.in & cenfdb@gmail.com before **16:00 Hrs (IST) on 25.04.2023**. Queries received after the Pre-bid meeting will not be entertained. Summary of replies to queries will be posted in the NFDB website only for the convenience of the bidders.

- 4.15.3 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion,

and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 4.15.4 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information provided by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 4.15.5 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.
- 4.15.6 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda /Corrigenda in the Govt. of India eProcurement Portal: <https://www.eprocure.gov.in>; **NFDB Website: www.nfdb.gov.in**; and **Dept. of Fisheries, GoI., Website: www.dof.gov.in**; only.
- 4.15.7 Any Addendum/Corrigenda thus issued shall be part of the RFP Document.
- 4.15.8 In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

5. BIDDING PROCESS

- 5.1 The Bidders are required to submit their bids 'Online' in Three Parts namely (i) Pre-qualification Bid, (ii) Technical Bid and (iii) Price Bid, in the forms provided on Govt. of India eProcurement Platform/Website. Scanned copies of required documents must also be uploaded at the eProcurement Portal/Website.
- 5.2 Hard copies of required documents shall also be submitted 'Offline' in Two separate envelopes (Pre-qualification bid and Technical Bid) put together in an Outer Envelope to the Chief Executive, National Fisheries Development Board office by the due date and time. ***The Bidder SHALL NOT SUBMIT THE HARD COPY OF THE PRICE BID.***
- 5.3 The Technical Bids of the Bidders will be evaluated for assessing the Bidder's Financial and Experience Capabilities vis-à-vis the stipulated Eligibility Criteria & Submission of Project Undertakings as first stage of Bid evaluation, subject to the fulfilment of other requirements such as submission of 'Bid Security', Proof of 'Bid Processing Fee' etc.
- 5.4 The responsive Bids in the Pre-Qualification Stage will be considered for technical evaluation. The Technically qualified Bids will only be eligible for evaluation of their Price Bid. Evaluation of the 'Price Bids' will be the final stage of evaluation process.
- 5.5 In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP Documents completely and carefully. The Bidders may obtain clarifications, if required from the Authority in this regard.
- 5.6 The evaluation of Bids would lead to the selection of Preferred Bidder. The Preferred Bidder would be required to incorporate a Special Purpose Company (SPC) under the Companies Act, 2013 following which the Concession Agreement would be signed between the Authority and the Project SPC along with the Preferred Bidder as Confirming Party.
- 5.7 Generally, the Selected Bidder shall be the lowest (L1) Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, the second lowest bidder (L2) be invited to match the Bid submitted by the lowest (L1) Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event the second lowest bidder (L2) does not match the Bid of the lowest Bidder, the third lowest bidder (L3) be invited to match the Bid submitted by the lowest (L1) Bidder. In the event the third lowest bidder (L3) does not match the Bid of the lowest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be, as detailed in Clause 7.5.2 and & 7.5.3.

6. PREPARATION AND SUBMISSION OF BIDS

6.1 GENERAL SUBMISSIONS

- 6.1.1 Bids shall be submitted 'Online' in **Three (3) Parts** namely **(i) Pre-qualification Bid, (ii) Technical Bid and (iii) Price Bid**, in the Forms / Formats provided on eProcurement Platform. Scanned copies of required documents must be uploaded to eProcurement Portal only.

'Hard Copies of the Technical Bid'* along with the "Originals Copies" of **(i) Bid Processing Fee; and (ii) 'Bid Security' / 'Bank Guarantee' / Proof of 'Online Payment UTR Number'** and other required documents as specified in the RFP shall be submitted within Two (2) Working Days after the 'Due Date' for 'Online' Submission at O/o. The Chief Executive, NFDB, Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad-500052. Non-submission' of the Hard Copies of the Technical Bid will render the Bid as Non-Responsive and subject to Disqualification. **(*PRICE BID SHOULD NOT BE SUBMITTED ALONG WITH THE HARD COPIES OF THE TECHNICAL BID)**

However, information submitted through 'Online Portal' only would be considered for the purposes of Bid Evaluation. The Authority shall under no circumstances consider any additional information that is provided as part of 'Hard Copy' submission.

- 6.1.2 The following Documents shall be submitted in the Pre-Qualification Bid, in Original:

- a) Covering Letter/Application as per **Appendix A1** of Section II, of this RFP;
- b) Checklist of submissions as per **Appendix A2** of Section II, of this RFP;
- c) Proof of 'Online' payment UTR Number (OR) either Demand Draft or unconditional and irrevocable Bank Guarantee as per **Appendix A3** of Section II, of this RFP towards '**Bid Security**' of **Rs. 55,00,000 (Rupees Fifty Five Lakhs only)**;
- d) Letter of Undertaking that the Bidder is not barred by Government of Telangana/any State Government/ Government agency or the Govt. of India from participating in such projects as per **Appendix A4** of Section II, of this RFP;
- e) An undertaking to submit 'Performance Security' (Bank Guarantee) and interest-free 'Advance Lease Amount', 'Project Development Fee' before signing of Concession Agreement as per **Appendix A5** of Section II of this RFP;
- f) In case of Bidder being a Consortium, Consortium Agreement duly signed by all members of the Consortium as per **Appendix A6** of Section II, of this RFP;
- g) In case the Bidder is a Consortium, Power of Attorney nominating one member as Lead Member of the Consortium as per **Appendix A7** of Section II, of this RFP;

- h) Power of Attorney for the Bid Signatory as per **Appendix A8** of Section II, of this RFP;
- i) Statement of Legal Capacity Signatory as per **Appendix A9** of Section II, of this RFP;
- j) **Proof of 'Bid Processing Fee' of Rs.29,500/-.**
- k) The signed copy of RFP and the addenda, if any along with other submissions as a token of acceptance of the terms and conditions therein.

6.1.3 In the case of 'Hard Copy' submission, all the above submissions in original shall be placed in a sealed Envelope and labelled as ***"Bid for O&M of Phase-1 and DBFOT of Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh In PPP Mode"***.

6.1.4 The envelope shall be addressed to:

**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
Phone: +91-040-24000201; 24000177.**

6.2 INSTRUCTIONS FOR SUBMISSION OF TECHNICAL BID

Technical Bid comprises of Eligibility / Capability Statements and Project Undertaking.

Capability Statement

Bidders are required to submit Capability Statement along with the Bid submission. In case of 'Online' submission, Bidders are required to upload the Capability Statement at the GoI eProcurement Portal.

6.2.1 General Information of the Bidder

- a) Details of the place of incorporation, registered office (or its equivalent), current directors, key management personnel and principal shareholders, legal jurisdiction, principal country where assets are located, and, where the Bidder is a subsidiary company, the details of the Bidder's status as a subsidiary together with the name, registered office (or its equivalent), current directors and principal shareholder of its immediate and all superior holding companies.
- b) In case of Bidder being a Consortium, the above information should be provided for all the members of the Consortium including the role of each member of the Consortium in implementation of the Project.
- c) Contact Details comprising name, address, telephone and facsimile numbers, Email address of the Bidder (Lead Member and each member in case of Consortium) and the names and titles of the persons who are the principal contact persons shall be provided. This information is to be provided as per **Appendix B1** of Section II, of this RFP.

In case of 'Online' submissions, Bidder shall upload all the above documents at the GoI eProcurement Portal Only.

6.2.2 Financial Qualifications (to meet the Eligibility Criteria)

- (a) The Bidders shall submit their Financial Qualifications/Data as per **Appendix B2** of Section II,
- (b) The Bidders shall be required to submit Audited Annual Accounts of Single Entity or any Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) for past five financial Years before the Application Due Date in support to the above, as attachments to the **Appendix B2**, Section II, of this RFP.
(Or)
- (c) The Bidders (Single Entity or any Member of the Consortium (whose financials have been taken into account to meet financial eligibility criteria) shall be required to submit Net Worth Details in the preceding Financial Year before the Application Due Date (As on 31st March 2022) as per the Audited Annual Report.

In case of 'Online' submissions, Bidder shall upload all the above documents at the GoI eProcurement Portal Only.

6.2.3 Experience Qualifications (to meet the Eligibility Criteria)

- (a) The Bidders (Sole Bidder or members of the Consortium) shall be required to furnish the details of Basic Mandatory Criteria as per **Appendix B3** and Desirable Quality Standards Criteria as per **Appendix B4** of Section II of this RFP.
- (b) Development / Construction Experience: The Bidders (Sole Bidder or any one member of the Consortium) shall be required to furnish the details of Development / Construction Experience of 'Eligible Projects' as per **Appendix B5** of Section II of this RFP.
- (c) Operation and Management Experience: The Bidders (Sole Bidder or any one member of the Consortium) shall be required to furnish the details of O&M Experience as per **Appendix B6** of Section II of this RFP
- (d) Experience Certificates duly attested in support of Development/ Construction / Operational Experience.

In case of 'Online' submissions, Bidder shall upload all the above documents at the GoI eProcurement Portal Only.

6.2.4 Project Undertaking for Technical Bid

The Bidders shall be required to submit their Project Undertaking as per **Appendix B7**.

6.3 INSTRUCTIONS FOR SUBMISSION PRICE BID

6.3.1 The Bidders shall be required to submit their 'Price Bid' as under:

- a. 'Price Bid' Letter & Format as per Annexure C1 (RFP Section II) duly filled in to quote the **"Lowest Supply Price in terms of 'Unit Price' for each Category of Species"** payable by the Authority for the **"Buy-back of the Output"** in the Format as provided in the RFP duly filled.
- b. The Bidder shall Quote their 'Price Bid' on the GoI eProcurement Portal only as per the 'Format' provided.

6.4 COMMON INSTRUCTIONS

6.4.1 The Bid must be received by the Authority not later than the date and time specified in the 'Bid Summary' and "Schedule of Bidding Process" at the GoI eProcurement Portal mentioned in the RFP.

6.4.2 Bids submitted by Fax, Telex, Telegram, Email or Post or any other means shall not be entertained and shall be rejected.

6.5 SIGNING OF BID

The Authorised Signatory shall sign or initial each page of the Bid Document along with the Stamp of the Bidding Firm, Scan and Upload the same. They should also Sign and Stamp each page of the RFP (including the Draft Concession Agreement) issued and submit the same along with the Bid to the Authority.

6.6 BID DUE DATE

6.6.1 Bids shall be uploaded through 'Online' only before the Due Time and Due Date at the GoI eProcurement Portal.

6.6.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum in accordance with Clause 4.15 and will be communicated only through GoI eProcurement Portal, NFDB and DoF, GoI Websites.

6.7 REJECTION OF BIDS

6.7.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

6.7.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

7. BID OPENING AND EVALUATION

7.1 OPENING OF BIDS

- 7.1.1 The Authority will download the Pre-qualification bids submitted by the bidders and examine the bids.
- 7.1.2 The Technical Bids of the Bidders who have satisfactorily submitted the documents in the pre-qualification bid will only be downloaded and examined subsequently.
- 7.1.3 The 'Price Bids' of the Bidders who qualify in the evaluation of Technical Bids only would be downloaded and examined,

7.2 PROCESS TO BE CONFIDENTIAL

- 7.2.1 The documents including this RFP and all attached documents relating to the examination, clarification, evaluation, comparison of Bids and recommendations for the award of a contract, provided by the Authority are and shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 7.2.1 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders, any Bid document or any information provided along therewith.

7.3 CLARIFICATION OF BIDS

- 7.3.1 To assist in the examination, evaluation, and comparison of Bids, the Authority may, at its discretion, ask any Bidder for information/ clarification/ substantiation.
- 7.3.2 In addition, the Authority may utilize services of any advisors/experts to assist in the examination, evaluation and comparison of Bids.
- 7.3.3 However, clarifications if any required from Bidder, shall be in written form and will be sought through Email by the Authority.

7.4 EVALUATION OF BIDS

7.4.1 Evaluation of Technical Bid:

- a. Process: The Authority shall constitute a 'Technical Committee' for the purpose of Bid Evaluation. The submissions of the Technical Bid would be evaluated to check its' substantial compliance with the stipulated requirements. If the submission is not in substantial compliance, the submission will be rejected and the Bidder will be eliminated from further evaluation process. The right to determine the 'substantial compliance' or otherwise will rest solely with the Authority/ 'Technical Committee'

and no correspondence and/or representation towards this will be entertained. A Technical Bid that is in substantial compliance is one that is accompanied by the required documents in the prescribed format that conforms to the requirements without material deviation or reservation (i.e. which affects in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project) and is submitted as per the requirements stipulated under this RFP.

- b. **Cause for Rejection:** The required information shall be provided in "reasonable detail" and in the prescribed formats only. For purposes here, 'reasonable detail' means that, the submissions in the Technical Bid generally meet the requirements. The determination of whether the information has been provided in 'reasonable detail' rests solely with the Authority'.
- c. The Authority/ 'Technical Committee' may discuss, request clarifications/ substantiation/additional information and require meeting with the Bidders or Presentation by the Bidders on their Technical Bids. The Bidder shall provide clarifications/ substantiation/additional information, as requested within the specified period.
- d. **Technical Presentation:** The technically qualified Bidder shall give a 'Detailed Presentation' to the Technical Committee constituted by the Authority on their 'Similar Project Experience' and 'Project Approach' for the development of Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh, as per the Minimum Development Obligations stipulated in the RFP. The Evaluation of Presentation shall be carried out by the "Technical Committee".
- e. The Evaluation of the Technical Bid is summarised as below:

S.NO.	Eligibility Criteria	Qualified
1	General Eligibility Criteria	Yes/No
2	Financial Criteria	Yes/No
3	Experience Criteria	Yes/No
4	Technical Presentation	Yes/No

If answer to any one of the above four items is 'No', the Bid shall be non-qualifying and hence would not be taken up for evaluation of Price Bid. If answer to all of the four items is 'Yes', then the Bid will be considered for the next stage i.e., "Review of Price Bid and its Evaluation".

7.4.2 (A) Evaluation of Price Bid

- (a) **THE 'PRICE BID' SHALL BE SUBMITTED BY THE BIDDER 'ONLINE' ON GOVT. OF INDIA, CPP PORTAL ONLY. THE 'PRICE BID' SHOULD NOT BE SUBMITTED ALONG WITH THE 'HARD COPIES OF THE TECHNICAL BID'.**

- (b) If the submission is in substantial compliance with the 'Price Bid', then, 'Bid Evaluation Committee' will review and evaluate the Price Bid. If the submission does not satisfy the criteria, the submission will be rejected and the Bidder will be eliminated from further evaluation process.
- (c) Requirements for Substantial Compliance: Prior to the detailed evaluation of the Price Bid, 'Bid Evaluation Committee' will determine whether each Bid or Bidder is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- it is received as per the format
 - it does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof.
 - is presented in a manner that conforms with the requirements of the RFP;

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

7.4.2 (B) 'Price Bid' Parameter & Evaluation of 'Price Bid' Parameter

The 'Bid Parameter' shall be the '**Lowest Supply Price Quotation**' to the NFDB by the Bidder for the following 'Species of Output' from both Phase-1 and Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam.

- Marine Fin Fish (Cobia, Silver Pompano, Indian Pompano, Asian Sea Bass, Milk Fish, Pearl Spot etc.).
- Mud Crabs.
- Scampi

The 'Price Bid' is based on the 'Lowest Price' offered to NFDB. Provided that there are Multiple Categories of Services and Products, it is decided to consider a Weighted Average Price based on the Category-Wise Prices quoted by the Bidder. Towards arriving at the appropriate Weights that are to be considered for computing the Weighted Average Price, the Capacity of Facility and Contribution of the Category to the overall Estimated Revenues of the Project are considered.

However, the price for Sea Ranching products are fixed @ 1.5 times the Nursery (Pond) price (Approx.) and Polychaete (SPF) price at Rs.4,275 per Kg by the Authority.

The selection of Preferred Bidder will be based on the lowest weighted average of prices quoted by the Bidder in its Price Bid for various outputs from Hatcheries and Nurseries. The prices quoted will be binding upon the Preferred Bidder and will be the price at which NFDB would purchase the output for the first six years from the date of signing of the Agreement. There will be no escalation of price under any circumstances during the first six years' period.

Using the weights shown above, a weighted average formula based on revenue weights and capacity weights have been designed as below (the weights have been rounded to the nearest decimal to avoid decimals in the formula):

$$\Sigma [\text{Revenue weight of category}] \times [(\text{capacity weight of category}) \times (\text{price of the category})]$$

$$35\% \times (5\%a_1 + 5\%b_1 + 2.5\%c_1 + 2.5\%d_1 + 2.5\%e_1 + 7.5\%f_1 + 75\%g_1) \\ + \\ 65\% \times (15\%a_2 + 25\%b_2 + 7.5\%c_2 + 5\%d_2 + 5\%e_2 + 12.5\%f_2 + 30\%g_2)$$

Where, the letters **a1 - g1** represent the 'Price of Outputs' from Hatcheries and **a2 - g2** represent the 'Price of Outputs' from Nurseries quoted by the Private Developer in its 'Price Bid'. An illustration of the 'Price Bid' is given below for ease of understanding.

S.No.	Species	Weightage Coding	No. of Pcs. to be supplied In Lakhs	Mandatory Size of the Product	Cost bracket per Piece in Rs. (to be quoted by Bidder)	Unit Price Quoted in Figures Rs.
I. Hatchery Complexes: 'Frys' to be Supplied to NFDB						
1	Silver & Indian Pompano	a1	5 Lakhs	2.5-3 cm.	4.96 - 5.70	For Illustrative Purpose only
2	Asian Sea Bass	b1	6 Lakhs	2.5-3 cm.	10.74 - 12.35	
3	Cobia	c1	2 Lakhs	4-5 cm.	12.39 - 14.25	
4	Milk Fish*	d1	2 Lakhs	2 - 3 cm.	4.96 - 5.70	
5	Pearl Spot*	e1	2 Lakhs	2-3 cm.	6.61 - 7.60	
6	Mud Crab Instars	f1	11 Lakhs	0.5-0.8 cm	7.43 - 8.55	
7	Scampi PLs	g1	200 Lakhs	0.008 - 0.01 gms.	0.81 - 0.93	
II. Nursery Complexes: 'Fingerlings for Pond Culture' to be Supplied to NFDB						
1	Silver & Indian Pompano	a2	5 Lakhs	6-8 cm.	18.17 - 20.90	For Illustrative Purpose only
2	Asian Sea Bass	b2	9.5 Lakhs	6-8 cm.	28.09 - 32.30	
3	Cobia	c2	2 Lakhs	8-10 cm.	24.78 - 28.50	
4	Milk Fish*	d2	1 lakh	6-8 cm	10.74 - 12.35	
5	Pearl Spot*	e2	1 lakh	5-6 cm	9.91 - 11.40	
6	Mud Crab	f2	6 Lakhs	2-5 gms.	18.17 - 20.90	
7	GI Scampi	g2	30 lakhs	5-6 gm	5.78 - 6.65	

Notes:

1. The "Unit Price per piece" to be quoted by the Bidder shall be within the "Cost Bracket" as mentioned in the table above
2. The price for Sea Ranching products are fixed @ 1.5 times the Nursery (Pond) price (Approx..) and Polychaete (SPF) price at Rs. 4,275 per Kg by the Authority.

'The Price Bid' SHOULD NOT BE SUBMITTED along with the 'Hard Copies of the Technical Bid'

7.5 SELECTION OF BIDDER

7.5.1 Subject to the provisions of Clause 6.7.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 7.4.2 and who offers '**Lowest Supply Price Quotation' to NFDB in terms of 'Unit Price' for each Category of Species'** for the 1st Year of 'Concession Period', shall be declared as the "**Preferred Bidder**".

Bidders would be ranked in the ascending order of the '**Lowest Supply Price Quotation'** as per the specified "**Weightage Formula**" based on the '**Capacities & Outputs'** and the '**Unit Prices' for each Category**. For example, the Bidder offering the '**Lowest Supply Price Quotation'** as per the specified "**Weightage Formula**" for the 1st Year of Concession Period would be ranked as "L1", the Bidder offering the next the '**Lowest Supply Price Quotation'** as per the specified "**Weightage Formula**" for the 1st Year of Concession Period would be ranked as "L2" and so on, as set out in the Table below:

Name of Bidder	Bid	Rank
L1	'Lowest Supply Price Quotation' as per the specified "Weightage Formula" based on the 'Capacities & Outputs' and the 'Unit Prices' for each Category for the 1 st Year of Concession Period	1
L2	Second 'Lowest Supply Price Quotation' as per the specified "Weightage Formula" based on the 'Capacities & Outputs' and the 'Unit Prices' for each Category for the 1 st Year of Concession Period	2

The Bidder / Bidding Consortium quoting 'Lowest Supply Price Quotation' as per the specified "Weightage Formula" based on the 'Capacities & Outputs' and the 'Unit Prices' for each Category for the 1st Year of Concession Period in its 'Price Bid' (L1) will be considered as the '**Preferred Bidder**'.

7.5.2 In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

7.5.3 After selection, a Letter of Award (the "**LoA**") shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (Seven) working days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Preferred Bidder is not received by the stipulated date, the Authority will, unless it consents to extension of time for submission thereof, revoke / withdraw the. LoA and

appropriate the 'Bid Security' of such Bidder as Damages on account of failure of the Preferred Bidder to acknowledge the LoA with any advance intimation thereof, and the next eligible Bidders may be considered.

7.5.4 After acknowledgement of the LoA as aforesaid by the Preferred Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 8.5. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

7.6 CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

7.7 CONFIDENTIALITY

The confidentiality of the Technical Bid of each Bidder will be respected by the Authority and will not be divulged unless required by operation of law. The contents of the Technical Bids and any other non-proprietary information of the Preferred Bidder may be made public at the sole discretion of the Authority.

8. AWARD OF PROJECT/ SIGNING OF CONCESSION AGREEMENT

8.1 AUTHORITY'S RIGHT TO REJECT ANY OR ALL BIDS

The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the Award of Concession, without thereby incurring any liability to the affected Bidder or Bidders and /or any obligation to inform the affected Bidder or Bidders of the grounds for its action.

8.2 ISSUE OF 'LOA' AFTER EVALUATION OF THE BIDS AND APPROVAL OF THE AUTHORITY

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project/ Concession would be conveyed by the Authority to the Preferred Bidder, who satisfies all other compliance requirements. The Letter of Award (LoA) would be issued by the Authority to the Preferred Bidder awarding the project subject to the fulfilment of the preconditions in terms of the RFP and as more particularly to be set forth in the LoA.

8.3 FULFILMENT OF LOA CONDITONS

8.3.1 Within 15 Days of date of issue of LoA and prior to entering in to the Agreement with Authority, the Preferred Bidder shall be required to pay, in the form of a demand draft drawn on any Nationalized/Scheduled Bank in India, irrevocable and **non-refundable 'Project Development Fee'** equivalent to an amount of **Rs.24.25 Lakhs**), plus GST, to the Authority, in favour of "National Fisheries Development Board", payable at Hyderabad.

8.3.2 The Preferred Bidder shall be required to make payment of **interest-free 'Advance Lease Amount' for Six Months** (for the First Year) to the Authority, within 15 Days of date of issue of LoA and prior to entering in to the Agreement with Authority in the form of a Demand Draft drawn in favour of "National Fisheries Development Board", on any Nationalized or Scheduled Bank payable at Hyderabad.

8.3.3 If the Preferred Bidder fails to pay the above Payments within the stipulated period, the Authority would have right to reject the Bid of the selected bidder by forfeiting the 'Bid Security' of the Preferred Bidder and consider the offer of the second lowest Bidder. The decision of the Authority in this regard is final and binding.

8.4 SUBMISSION OF 'PERFORMANCE SECURITY'

- 8.4.1 The Preferred Bidder shall be required to submit **Two (2) Bank Guarantees** as "Performance Security" during the Project Period.

Performance Security for the O&M of Phase-1:

Preferred Bidder shall submit one **Bank Guarantee of Rs.72.75 Lakhs (Rupees Seventy Two Lakhs Seventy Five Thousand Only)** towards the 'Performance Security' to the Authority within 15 Days from the date of Letter of Award (LoA) in the format prescribed as part of this RFP. The validity of this 'Performance Security' shall be for the initial 6 Years of the O&M Period.

Thereafter, from 7th Year onwards, the Concessionaire shall maintain the 'Performance Security' for 50% of the specified 'Bank Guarantee' for the balance Concession Period. The Bank Guarantee of Concessionaire shall reduce to **Rs. 36.40 Lakhs (Rupees Thirty Six Lakhs Forty Thousand only)** for the rest of the Concession Period (*9 Years + 15 Years, as applicable*), which shall be valid from 7th Year of the Concession Period until the completion of the Concession Period. This Performance Security will be released on the Completion of O&M Period.

Performance Security for DBFOT of Phase-2:

Preferred Bidder shall submit **Bank Guarantee of Rs.1.65 Crores (Rupees One Crore Sixty Five Lakhs Only)** towards Performance Security to the Authority within 15 Days from the date of Letter of Award (LoA) in the format prescribed as part of this RFP. This Performance Security will be released to the Concessionaire once the Project Completion is achieved as per the MDOs. The validity of this Performance Security shall be 30 Months.

8.5 SIGNING OF CONCESSION AGREEMENT

- 8.5.1 The Preferred Bidder shall be required to incorporate a 'Special Purpose Company' ("Project SPC") exclusively to implement the Project and sign the 'Concession Agreement' with the Authority, within 45 (Forty-Five) Days of the issuance of the LoA.
- 8.5.2 Payment of non-refundable 'Project Development Fee'; interest-free 'Advance Lease Amount' equalling to Six Months of Lease Amount; and Submission of 'Performance Security' Bank Guarantees, shall be the preconditions for signing of the Concession Agreement.
- 8.5.3 If the Preferred Bidder fails to sign the 'Concession Agreement' with the Authority within the stipulated time, his 'Bid Security' and all other payments made till that date shall be forfeited.

- 8.5.4 The Authority shall release the 'Bid Security' to the Preferred Bidder only upon signing of the Concession Agreement by and between the Authority and the Project SPC and the receipt of the 'Performance Security'.

8.6 EXECUTION OF CONCESSION AGREEMENT & POSSESSION OF SITE TO CONCESSIONAIRE

The Concessionaire upon signing of the Concession Agreement, a mutually agreeable date to both parties will be fixed by the Authority to hand over the project site along with inventory and records of material / assets in the premises, if any.

8.7 BUY-BACK AGREEMENT WITH THE AUTHORITY

- 8.7.1 The 'Capacities, Outputs and Supplies' to be achieved from Phase-1 and Phase-2 of the 'Integrated Coastal Aquaculture Facilities' at Mulapolam are clearly 'Specified' in detail in **Clause No.4.2.7 Section-1 of this RFP Document**.
- 8.7.2 The Concessionaire shall, in accordance with the provisions of the Concession Agreement, shall produce the Specified Categories of Species & Outputs and Supply 'Fry', 'PLs' and 'Fingerlings' Output (Excluding Marketable Size from Grow-Out Ponds) to the NFDB as per the sizes and quantities specified in Clause 4.2.7 of Section I of the RFP Document at the 'Discovered Price' from the 'Price Bid' as per the 'Buy-back Agreement' for the initial period of Six (6) Years including implementation period.
- 8.7.3 'Targeted Output' of each of the Planned Facility (Hatchery & Nursery Facilities, etc.) are clearly specified in terms of Species and Quantities in Clause 4.2.7 of Section I of the RFP Document.
- 8.7.4 The NFDB shall market the produce to various agencies including private farmers and state agencies at a suitable price with a mark-up.
- 8.7.5 Any shortfall in the supply of Cumulative Benchmarked Output in the initial period of Six (6) Years including the Construction Period, would entail a Penalty @ 50% of the shortfall as per the 'Price Bid'.
- 8.7.6 In case of excess requirement of 'Fry', 'PLs' and 'Fingerlings' Output, during the initial period of Six (6) Years, NFDB shall have the first option to buy the required quantity.
- 8.7.7 The NFDB shall have the first option to 'Buy-back the Output' during the course of rest of the Concession Period also.

- 8.7.8 The Concessionaire shall pay Royalty to the Authority towards the sale of the output produced from hatcheries, nurseries, grow-out ponds or in any manner whatsoever within the Project Facility beyond the Guaranteed Buy-back in the first 6 years of the Concession Period and 100% of the output for the rest of the Concession Period.

8.8 PAYMENT OF LEASE AMOUNT

- 8.8.1 The Concessionaire shall, in accordance with the provisions of the Concession Agreement, shall pay an 'Annual Lease Amount' to the Authority for the entire Concession Period.

- Lease amount for the Land provided for Phase-1 & Phase-2 for the Concession Period shall be paid by the Concessionaire.
- 'Lease Amount' for the 'First Year' of Concession Period is **Rs.11.00 Lakhs*** with an **escalation of 10% for every 3 Years.** (**Applicable Taxes such as GST on the above amount shall be paid by the Concessionaire.*)
- The Lease Amount shall be paid in equated 'Quarterly Instalments' as per the date and mode mentioned in the Concession Agreement, every year until the expiry of the Concession Period or early termination of the Agreement.

- 8.8.2 The payments shall be in the form of Demand Draft drawn on any Nationalised/Scheduled (Excluding Cooperative) Bank in favour of "National Fisheries Development Board" payable at Hyderabad or through NEFT/RTGS/IMPS.

8.9 PENALTY FOR DELAYED PAYMENTS TOWARDS LEASE AMOUNT

If the Concessionaire fails to make the Lease Amount payments to the Authority, the 'Quarterly Payments' within the stipulated period, a penalty @ 18% Per Annum on the outstanding amounts would be effective from the 1st of the due Month of the Quarter. The Authority further reserves the right to forfeit the deposit paid by the Concessionaire towards the Lease Amount. The Authority shall terminate the agreement with the Concessionaire for failure to make the Lease Amount payments for over 3 Quarters, as per the terms of Agreement.

8.10 PAYMENT OF SIX MONTHS "ADVANCE LEASE AMOUNT"

Concessionaire shall also pay Interest-Free 'Advance Lease Amount', an amount equivalent to Six Months of Lease Amount i.e., **Rs.5.50 Lakhs** for First Year within 15 Days from the issue of LoA and before signing of Concession Agreement. Applicable GST shall also be paid by the Concessionaire.

The Concessionaire shall further pay the Authority, the balance difference equivalent to 'Six Months Lease Amount' for every 3 Years (considering the 10% escalation) for the Year under consideration.

8.11 PAYMENT OF 'ROYALTY'

The Concessionaire shall in accordance with the provisions hereof, pay to the Grantor/Authority a Royalty, which shall be **2% of the total 'Sale Proceeds'** during the initial 6 years and from 7th year onwards, royalty payable shall be **8% of the total 'Sale Proceeds'** during the balance Concession Period.

An 'Escrow Account' mechanism shall be implemented for the payment of 'Royalty' to the Authority by the Concessionaire (SPC) as per the Terms & Conditions of the Concession Agreement.

8.12 PENALTY FOR DELAY TOWARDS PAYMENT OF 'ROYALTY'

In the event of delay or default in payment of 'Royalty' to the Authority beyond the due date provided herein, the Concessionaire shall pay penal interest to the Authority on the due amount at the rate of 24% (Twenty Four Percent) per annum from and including the due date to and excluding the date of payment.

8.13 CONCESSION PERIOD

The Total Concession or Concession Period for the Project is Fifteen (15) Years commencing from the Agreement Date, which includes the Construction Period and Financial Closure Period. After the expiry of the initial Concession Period of Fifteen (15) Years, the Concession shall be extended for a period of another 15 Years as per the Terms of this 'Request for Proposal' (RFP). At the end of the Concession/Concession Period, the Project shall be transferred to the Authority as per the terms and conditions specified in the Concession Agreement.

8.14 PROJECT REVIEW

Review of Project during Development

An Independent Engineer shall be appointed by the Authority for the review of the project during the Development Period. However, the remuneration of the Independent Engineer shall be paid by the Concessionaire.

Review of Project during Operations & Management

An 'Independent Consultant'/ 'Independent Auditor' shall be appointed by the Authority to review the Operations and Management of the Project and to Audit the Accounts of the SPC for ascertaining the 'Total Sale Proceeds' from the 'Direct Marketing' of 'Bench-marked' Output to the 'End Users' from the 7th Year onwards as per the terms of the Concession Agreement and compliances by the SPC. However, the remuneration of the 'Consultants' shall be paid by the Concessionaire.

Review of Technical Committee

After 3 years of commencement of Project, 'Technical Committee' constituted by NFDB will revisit all the parameters of the project with regard to the Lease Rentals, species, quantities, rates, Concession Agreement etc.

9. FRAUD AND CORRUPT PRACTICES

- 9.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Concession Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the 'Bid Security' or 'Performance Security', as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 9.2 Without prejudice to the rights of the Authority under Clause 4.8 hereinabove and the rights and remedies which the Authority may have under the LoA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) Years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one Year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession

Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10. PRE-BID MEETING

- 10.1 Pre-Bid Meeting of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authorisation letter from the Bidder.
- 10.2 Bidders are advised to inform through mail to the Authority to indicate their names, designation etc., at least Two (2) working days prior to the date of the Pre-Bid meeting.
- 10.3 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considered to be appropriate, for facilitating a fair, transparent and competitive Bidding Process.
- 10.4 The Bidders should submit the queries in writing or by Email to NFDB at info.nfdb@nic.in and cenfdb@gmail.com and the same should reach the Authority along with a soft copy (word document) of the same to the Authority by Email before the date provided in 'Schedule of RFP Process'.
- 10.5 The Pre-Bid Responses will be posted on the NFDB Website: www.nfdb.gov.in .

11. MISCELLANEOUS

- 11.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad / Secunderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 11.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

- 11.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

12. GUIDELINES FOR SUBMISSION OF BID ON THE CENTRAL PUBLIC PROCUREMENT (CPP) PORTAL OF GOVT. OF INDIA

12.1 Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPP) Portal of Government of India, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

12.2 Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid Email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

12.3 Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the

respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

12.4 Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

12.5 Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details

available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their 'Price Bids' in the format provided and no other format is acceptable. If the 'Price Bid' has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

12.6 Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
