

Section-II: Formats for Bid Submission (FBS)

*All these 'Formats' shall be enclosed as part of the "Online Bid Submission"
(Hard Copy of Technical Bid shall include all Formats EXCEPT THE 'PRICE BID')*

PART A
FORMATS FOR BID SUBMISSION

APPENDICES	Format For
Appendix A1	Covering Letter
Appendix A2	Checklist of Submissions
Appendix A3	Covering Letter for Submitting Bid Security
Appendix A4	Letter of Undertaking
Appendix A5	Commitment for Payments
Appendix A6	Consortium Agreement
Appendix A7	Power of Attorney for Appointing the Lead Member
Appendix A8	Power of Attorney for the Bid Signatory
Appendix A9	Statement of Legal Capacity

Appendix A1

**Format for
COVERING LETTER**
[On the Letterhead of the Bidder]

Date:

To

**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in**

Dear Sir:

Sub: Submission of Bid Comprising of Technical and Price Bid for the “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”.

1. We are submitting this Bid (Proposal) on our own.

(Or)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium

S.No	Names of Consortium Members	Address
1. (Lead Member)	
2. (Member)	
3. (Member)	

As a Lead Member, we understand the obligations of the Concessionaire to implement the Project. We are enclosing Consortium Agreement signed by all the members of the Consortium, nominating and authorizing us to act as 'Lead Member' for implementing the Project.

2. Having examined the RFP Document, for the execution of the Concession Agreement for the captioned project, we the undersigned offer to develop **Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh**

- and market, operate, maintain & manage the Facilities for the Concession Period in conformity with the RFP.
3. This Bid and our written acceptance of it shall form part of the Concession Agreement to be signed between the Concessionaire and NFDB. If selected as Concessionaire, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this Bidding process.
 4. We agree that -
 - (a) If we fail to permit NFDB or its Authorised Representative for carrying out the inspection of works/ facilities during Concession Period.
Or
 - (b) If we fail to meet the Minimum Development Obligations (MDOs) and/or Technical Specifications and/or the Performance Standards according to the conditions/ stipulations of the RFP/ Concession Agreement.NFDB shall be at liberty to take action in accordance with the RFP/ Concession Agreement.
 5. We undertake, if our Bid is accepted, to complete the Project, commence operations and manage as per the RFP/ Concession Agreement.
 6. We agree to abide by this Bid for a period of **180 (one hundred and eighty) days** from the Due Date fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
 7. In the event of our Bid being accepted, we agree to enter into a formal Concession Agreement with you incorporating the conditions of the Bid including the draft Concession Agreement thereto annexed and written acceptance thereof.
 8. We agree, if our Bid is accepted, to furnish **Two (2) Interest Free 'Performance Security' Bank Guarantees of Rs. 72.75 Lakhs and Rs. 1.65 Crores** to NFDB as specified in the RFP as a precondition for signing of Concession Agreement.
 9. We also agree that we would pay **Six Months** of interest-free '**Advance Lease Amount**' & Non-refundable '**Project Development Fee**' in the form of Demand Draft within 15 days from the date of issue of Letter of Intent (LoI) as precondition for signing of Concession Agreement.

10. We agree that if we fail to fulfill any of the conditions mentioned at para 8 and 9 above, NFDB has the right to forfeit the 'Bid Security' being furnished by us along with this Bid and any other payments made till such date.
11. We understand that NFDB is not bound to accept any or all Bids it may receive.
12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Concessionaire.
16. We do, also, certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
17. We declare that in the event that NFDB discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our 'Bid Security'.

Dated this _____ day of _____ 2023

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of *(Fill in block capitals)*

Witness

Signature _____

Name _____

Address _____

Appendix A2

**Format for
CHECKLIST OF SUBMISSIONS**

S.No.	Enclosures to the Outer Envelope, Technical & Price Bid	Status (Submitted /Not Submitted)	Comments , if any
1	Proof of Payment of 'Bid Processing Fee' of Rs. 29,500/- (Rupees Twenty Nine Thousand Five Hundred only) by Online Payment / Demand Draft / Bankers Cheque.		
2	Covering Letter		
3	Covering letter for Submitting the Demand Draft or Bank Guarantee or Online Payment towards 'Bid Security' of Rs.55,00,000 (Rupees Fifty Five Lakhs only)		
4	Letter of Undertaking		
5	Letter of Commitment		
6	Consortium Agreement		
7	Power of Attorney for Appointing the Lead Member		
8	Power of Attorney for the Bid Signatory		
9	Statement of Legal Capacity		
10	Signed RFP Document along with the Addenda and Corrigenda, if any		
11	General Information of the Bidder		
12	Financial Data		
13	Audited Financial Statements / Annual Reports		
14	Basic Criteria of Bidder		
15	Desirable Criteria of Bidder		
16	Development and O&M Experience Details		
17	Letters of Undertaking for Technical Bid and Minimum Development Obligations		
18	Price Bid with Covering Letter		

Appendix A3

Format for

COVERING LETTER FOR SUBMITTING 'BID SECURITY' (BANK GUARANTEE)

[On the Letterhead of the Bidder]

Date:

To
The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in

Dear Sir:

Sub: Submission of Bid Comprising of Technical and Price Bid 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”.

As a part of the Bid for Development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode, we hereby submit the '**Bid Security for Rs. 55,00,000 (Rupees Fifty Five Lakhs Only)**' in the form of irrevocable and unconditional Bank Guarantee/Demand Draft/Online payment from _____ Bank (which is a Nationalised/ Scheduled Bank (Not a Co-Operative Bank)) in favour of “National Fisheries Development Board” and operable at Hyderabad. This 'Bid Security' shall be independent of the validity of the Bid and Concession Agreement between NFDB and the Concessionaire and shall be honoured by the issuing banks irrevocably.

We agree that in the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) if we withdraw our Bid during the period of Bid Validity as specified in the RFP; or
- (2) if we refuse to accept the correction of errors in our Bid; or
- (3) if we submit a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by NFDB, or
- (4) if we, having been notified of the acceptance of our Bid by the NFDB during the period of Bid validity;
 - (a) fail or refuse to execute the Concession Agreement in accordance with the RFP documents; or

- (b) fail or refuse to pay the interest-free e 'Advance Lease Amount' equalling to Six Months Lease Amount, 'Project Development Fee' and submitting two Interest Free 'Performance Security' Bank Guarantees for **Rs. 72.75 Lakhs** and **Rs.1.65 Crores**, in accordance with the RFP documents;

NFDB is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our 'Bid Security'.

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title, Address, Date)

Format For
'BID SECURITY' (BANK GUARANTEE)
(On Requisite Stamp Paper)

B.G. No. Dated:

1. In consideration of you, National Fisheries Development Board (NFDB), having its office at Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (a company registered under the Companies Act, 1956 or 2013) and having its registered office at _____ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode (hereinafter referred to as "the Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft Concession agreement (hereinafter collectively referred to as "Bidding Documents"), we _____(Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 55,00,000 (Rupees Fifty Five Lakhs only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the

Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.55,00,000 (Rupees Fifty Five Lakhs only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently

given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.55,00,000 (Rupees Fifty Five Lakhs only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before _____ (indicate date falling 240 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and Authorised Official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix A4

Format for
LETTER OF UNDERTAKING

[To be furnished by the Bidder, in case of Consortium to be given separately for all members of the consortium on their letterheads]

Date:

To

The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in

Dear Sir,

Sub: Submission of Bid Comprising of Technical and Price Bid 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”.

We confirm that we are not barred by Government of India (GoI), or any State Government in India (SG), or any of the Agencies of Government of India (GoI), or any State Government in India (SG), from participating in any category of Infrastructure Projects (Construction, BOT, PPP or otherwise) as on _____ (Bid Due Date).

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title, Address, Date)

Appendix A5

Format For
COMMITMENT FOR PAYMENTS

[On the Letterhead of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

To
The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in

Dear Sir,

Sub: Submission of Bid Comprising of Technical and Price Bid 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”.

We _____ (the “Member”), / [Our Consortium consisting of the following Members (the “Member”)]:

1. [Lead Member]
2. [Member 1]
3. [Member 2]

have submitted our bid for the “Development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode”.

We hereby write to inform you that if we/[the Consortium] are/[is] selected as the Preferred Bidder for implementing the project, we/[the Lead Member of the Consortium] shall pay the following amounts/ Bank Guarantees to NFDB:

1. Interest Free ‘Advance Lease Amount’ equalling to **Six Months of First Year Lease Amount (Rs.5.50 Lakhs)** and ‘**Project Development Fee**’ of **Rs.24.25 Lakhs** within 15 days of issue of LoI in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank (other than Co-Operative Banks).
2. Interest Free ‘Performance Security’ in the form of unconditional and irrevocable **Bank Guarantees of Rs.72.75 Lakhs (Rupees Seventy-Two Lakhs Seventy-Five Thousand only)** and **Rs.1.65 Crores (Rupees One Crore Sixty-Five Lakhs only)**, favouring

“National Fisheries Development Board” within 15 days from the date of issue of Letter of Intent.

COMPANY SEAL	SIGNATURE	_____
	NAME	_____
	DESIGNATION	_____
	COMPANY	_____
	DATE	_____

Appendix A6

**Format For
CONSORTIUM AGREEMENT
(In case the Bidder being a Consortium)**

On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public

THIS CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

THE NATIONAL FISHERIES DEVELOPMENT BOARD, represented by the **Chief Executive Officer**, and having its Principal Office at Pillar No: 235, PVNR Expressway, SVPNPA Post, Hyderabad – 500 052, Telangana State" (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the "Bids") by its Request for Proposal No. dated (the "**RFP**") for short-listing of bidders for "Development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh (the "**Project**") through Public Private Partnership".

- A. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- B. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

- **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

- **Consortium**

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

- **Covenants**

The Parties hereby undertake that in the event the Consortium is declared as the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Company (the "SPC") under the Indian Companies Act, 2013 for entering into an Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

- **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPC shall become effective;
- b) Party of the Second and Third Parts shall be the ----- Members of the Consortium

and

- The roles and responsibilities of the Members of the Consortium shall be as follows:

- a. The Party of the First Part (Lead Member) shall be responsible for:

- (i)

- (ii)

- (iii)

- b. The Party of the Second Part shall be responsible for:

- (i)

- (ii)

(iii)

c. The Party of the Third Part shall be responsible for:

(i)

(ii)

(iii)

- **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

- **Shareholding in the SPC**

- a. The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:
 - First Party:
 - Second Party:
 - Third Party:
- b. The Parties together shall be required to hold an equity shareholding of at least 51% of the paid up and subscribed equity of the Concessionaire until ten years from the date of execution of the Concession Agreement. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the tenth anniversary of the date of execution of the Concession Agreement, be held by the Parties of the First/Second/Third Part (any one Member of the Consortium) whose Technical and/or Financial Criteria have been reckoned for the purposes of qualification and short-listing of Applicants for participation in the Bid Stage for award of the Project
- c. The Parties also undertake that other member of the consortium shall hold a minimum of 10% (ten per cent) of the subscribed and paid up equity share capital of the SPC at all times till the tenth anniversary of the date of execution of the Concession Agreement.
- d. In addition to the above, the Parties undertake that they shall collectively hold an equity shareholding of at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPC at all times until the tenth anniversary of the date of execution of the Concession Agreement.
- e. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and more particularly the Concession Agreement.

- **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Board Resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement

- **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

- **Miscellaneous**

That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Concessionaire and will comply with all the terms and conditions of the Concession Agreement as would be entered with the Authority.

This Consortium Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART: (Signature) (Name) (Designation) (Address)
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Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as Resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix A7

Format For
POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER
(TO BE PROVIDED BY ALL MEMBERS OF THE CONSORTIUM)

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Whereas the National Fisheries Development Board (NFDB)) (“the Authority”) has invited applications from interested parties for the Development of ‘Integrated Coastal Aquaculture Facilities’ at Mulapolam Village, Srikakulam District, Andhra Pradesh through Public Private Partnership (“the **Project**”).

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I, _____ having our registered office at _____ [the name and address of the registered office] (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). I hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 2023

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Apostille Certificate.*

Appendix A8

Format For

POWER OF ATTORNEY FOR THE BID SIGNATORY

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for submission of our bid for the "**Development of 'Integrated Coastal Aquaculture Facilities' at Mulapolam Village, Srikakulam District, Andhra Pradesh in PPP Mode**" proposed by the NFDB (the "**Authority**") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF _____, 2023.

For and on behalf of _____

Authorized Signatory

(Name, Designation, Address, Date)

Witnesses:

- 1.
- 2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

[Notarized]

Notes:

- *To be executed by the sole Applicant or the Lead Member in case of a Consortium as the case may be.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Apostille Certificate.*

Appendix A9

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Date:

To
**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (*insert member's name*) will act as the Lead Member of our Consortium. *

We have agreed that _____ (*insert individual's name*) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP and required submissions. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

**For and on behalf of
Authorized Signatory
(Name, Title, Address, Date)**

PART B
FORMATS FOR TECHNICAL BID SUBMISSION

Appendix	Format for
Appendix B1	General Information of the Bidder
Appendix B2	Financial Data
Appendix B3	Basic Mandatory Criteria
Appendix B4	Desirable Quality Standards Criteria
Appendix B5	Development / Establishment Experience
Appendix B6	Operation and Maintenance Experience
Appendix B7	Letter of Undertaking for Technical Bid

Appendix B1

Format For
GENERAL INFORMATION OF THE BIDDER

- 1 (a) Name:
(b) Country of Incorporation:
(c) Address of the Corporate Headquarters and its Branch Office(s), if any, in India:
(d) Date of Incorporation and/ or Commencement of Business:
- 2 Brief description of the Company including details of its main lines of business and Proposed Role and Responsibilities in this Project:
- 3 Details of Individual(s) who will serve as the Point of Contact/ Communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- 4 Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
- 5 In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) A copy of the Consortium Agreement should be attached to the Application.
 - (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Sec I of RFP}	Percentage of equity in the Consortium {Refer Sec I of RFP}
1			
2			
3			

(b) The following information shall also be provided for each member of the Consortium:

Name of Applicant /member of Consortium

Sr. No.	Criteria	Yes	No
1.	Has the Applicant/ Constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ Constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6 A statement by the Applicant and each of the members of its Consortium (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

COMPANY SEAL

SIGNATURE _____
NAME _____
DESIGNATION _____
COMPANY _____
DATE _____

Appendix B2

**Format For
FINANCIAL DATA**

1. Turnover Related Data

All figures in Rs. Cr.

Description	Past Five Financial Years (Audited Accounts)				
	Year 2017-18	Year 2018-19	Year 2019-20	Year 2020-21	Year 2021-22
Operating Revenue					
(add) Other Revenue					
Total Turnover					

OR

2. Net-Worth Related Data

All figures in Rs. Cr.

Description	Last Financial Year (As on 31 st March 2022)
Subscribed Share Capital	
(add) Paid up Share Capital	
(add) Free Reserves	
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off+ accrued liabilities)	
Net-worth	

** Details of the items included in the non-cash expenses have to be provided.*

Note:

1. Applicant shall submit Audited Annual Accounts in support of the Financial Data.
2. Above data must be submitted for the Applicant Duly Certified by Statutory Auditor.

Signature of the Statutory Auditors
(With Seal and Registration No.)

Signature _____

Name _____

Designation _____

Company _____

Date _____

Appendix B3

**Format For
BASIC MANDATORY CRITERIA**

S.No.	Registrations /Licenses	Enclosed* (Yes/ No)
1	Firm / Company Registration	
2	GST Registration	
3	PAN Registration	
4	Trade License / Industry Registration / MSME Registration / Any Other	
5	License / Registration with the Fisheries Department (Central / State / Local Authority) / Any Other Govt. Agency	

****Note: Copies of the Registrations / Licenses shall be enclosed as part of the Bid Document.***

Appendix B4

Format For

DESIRABLE QUALITY STANDARDS CRITERIA

S.No.	Registrations /Licenses	Enclosed (Yes/ No)
1	Experience in Coastal Aquaculture Authority Registered Aquaculture Farms / Hatcheries	
2	Any Other Concerned Aquaculture Authority / Govt. Agency	
3	MPEDA Registration or Any Other Concerned Govt. Agency	

****Note: Copies of the Registrations / Licenses shall be enclosed as part of the Bid Document.***

Appendix B5

Format For

DEVELOPMENT / ESTABLISHMENT EXPERIENCE IN THE LAST 10 YEARS

Project Name & Location	Aquaculture / Mariculture / Pisciculture / Hatchery/ Any Other Related Fisheries Activities (Any of the Species specified in RFP)	Date of Completion of Project	Output Capacity Per Annum (In Pcs.)	Output Value Per Annum (In Rs.)	Proof of Proof Completion, Output Capacity & Output Value Enclosed (Yes/ No)

Note:

1. The bidder shall enclose the Experience Certificates as a documentary proof towards the above Technical Experience criteria
2. The date of commencement and completion of the Project/s, Output Capacity and Output Value are required to be certified by the Statutory Auditor of the Company / Chartered Accountant.

This is to certify that _____ (Name of the Applicant) has developed / established the above said Project/s with an Output Capacity of _____ Pcs. and Output Value of Rs. _____per annum in the year _____.

We further certify that the said Project/s was/were commissioned on _____ (Date) and completed on _____ (Date) and _____ (Name of the Applicant) held _____% of the equity capital in the Project as on the date of commissioning.

The project is operationalas on _____

Signature of the Statutory Auditor / Chartered Accountant

(With seal and registration no)

Signature _____

Name _____

Designation _____

Company _____

Date _____

Appendix B6

Format For

OPERATION & MAINTENANCE EXPERIENCE OF 5 YEARSDate of

Project Name, Location & Client	Aquaculture / Mariculture / Pisciculture / Hatchery Operation / Any Other Related Fisheries Activities (Any of the Species specified in RFP)	Period of Project Operations (From - To)	Output Capacity Per Annum (in Pcs.)	Output Value Per Annum (In Rs.)	Proof of Period of Project Operations and Capacity / Value of the Output Enclosed (Yes/ No)

Note:

1. The bidder shall enclose the Experience Certificates as a documentary proof towards the above Technical Experience criteria
2. Project Operations Period, Output Capacity and Output Value per annum are required to be Certified by the Statutory Auditor of the Company/ Chartered Accountant.

This is to certify that _____ (Name of the Applicant) has operational experience of the above said Project/s with Output Capacity of _____ Pcs. and Output Value of Rs. _____ per annum in the year _____.

The facility was/is operational from _____ (Date) to _____ (Date).

**Signature of the Statutory Auditors
(With Seal and Registration No)**

Signature _____

Name _____

Designation _____

Company _____

Date _____

Appendix B7

Format For

LETTER OF UNDERTAKING FOR TECHNICAL BID

[On the Letterhead of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

To

The Chief Executive

National Fisheries Development Board

Pillar No: 235, PVNR Expressway

SVPNPA Post, Hyderabad-500 052, Telangana State, India.

E-mail: info.nfdb@nic.in

Dear Sir,

Sub: Submission of Bid Comprising of Technical and Price Bid 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".

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by NFDB.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects' and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby undertake that if the Project is awarded to us, we will meet the Minimum Development Obligations, as specified below, the Performance Standards as specified in the RFP and Unit Price as quoted by us.

We also undertake to meet the statutory requirements of the laws of Local Authority, State Government and that of the Government of India, seek all the statutory licenses from time to time as required to develop and operate the project for the Concession Period, pay all the statutory taxes, license fees payable to Government from time to time and any other rules and regulations of the both State and Central Government as applicable from time to time during the Concession period.

We hereby agree to develop and operate the Project for the Concession Period of 15 years, which shall be extended for another tenure of 15 Years, based on the 'Performance Indicators' specified and as per the requirements specified hereunder and hereby give our compliance for the same:

Sl. No.	Components	Details
1.	Minimum Development Obligations (MDOs) Proposed by the NFDB for the 'Private Bidding Entity' in Two (2) Phases.	<p>Following are the Minimum Development Obligations (MDOs) to be achieved by the Concessionaire:</p> <p>Phase-1 Operation & Management of 'Coastal Aquaculture Facilities' being developed and completed by the NFDB.</p> <ul style="list-style-type: none"> • 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' 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. • The NFDB shall have the first option to 'Buy-back the Output' for the rest of the Concession Period also. • 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> <ul style="list-style-type: none"> • Development, Operation & Management of the following '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.

Sl. No.	Components	Details
		<ul style="list-style-type: none"> • External Electrical Works & Transformers 4 Nos. • Compound Wall, Additional Roads, Parking, Landscaping, Gardens & Greenbelt • Producing the Specified Outputs and Supplying specified quantities of the 'Fry/Crab Instars', PLs', and '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', and '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. • The NFDB shall have the first option to 'Buy-back the Output' for rest of the Concession Period also. • 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><i>Phase-1 of the MDOs shall be completed within three (3) months from the date of signing of Concession Agreement.</i></p> <p><i>Phase-2 of the MDOs shall be completed within Twenty-Four (24) months from the date of signing of the Concession Agreement.</i></p>
2.	Other Conditions Pertaining to the Specified Capacities & Outputs	<p>The 'Capacities and Outputs' to be achieved from Phase-1 and Phase-2 of the '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

Sl. No.	Components	Details
		<p>based on the demand, provided overall target specified shall be met during the initial 6 years.</p> <ol style="list-style-type: none"> 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-back' and NFDB may permit the Concessionaire to sell directly to the open market.
3.	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. <ul style="list-style-type: none"> • 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 <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. • 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.

Sl. No.	Components	Details
		<ul style="list-style-type: none"> 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.	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.
5.	Performance Standards	As per the Performance Standards specified in Section IV, of the RFP and Good Industry Practices.
6.	Environmental Norms	Mandatory Compliance of all Environmental Norms of the State and Central Governments as may be applicable for the Project.
7.	Applicable Permits	Obtain and maintain at own cost all Applicable Permits, in conformity with the Applicable Laws and be in Compliance therewith.

We hereby assure you and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guidelines / laws, we shall do the needful as required to ensure that the project and the Concessionaire comply to the legal requirements.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Note: To be signed by the Lead Member in case of a Consortium.

PART C
COVERING LETTER FOR THE PRICE BID

Appendices	Format for
Appendix C1	Covering Letter for the Price Bid

Appendix C1

**Format For
COVERING LETTER FOR THE PRICE BID**

[On the Letter Head of the Bidder or Lead Member of the Bidding Consortium]

Date:

To
**The Chief Executive
National Fisheries Development Board
Pillar No: 235, PVNR Expressway,
SVPNPA Post, Hyderabad – 500 052
Telangana State, India.
E-mail: info.nfdb@nic.in**

Dear Sir /Madam,

Sub: Covering Letter for the 'Price Bid' 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".

1. With reference to your RFP document dated _____, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
3. I/ We believe that we/ our Consortium satisfies the Technical & Financial criteria and meet the requirements as specified in the RFP document.
4. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Consortium submitting a Bid for the Project.
5. The 'Lowest Supply Price Quotation' to NFDB in terms of "Unit Price" for 'Fry & Fingerlings' for each 'Category of Output' in Phase-1 and Phase-2 of the 'Project' for the initial 6 Years of the Concession Period, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
6. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
7. I/ We (the Consortium Members) agree and undertake and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

8. In response to the RFP document, we hereby offer the '**Lowest Supply Price Quotation**' to NFDB in terms of "**Unit Price**" for '**Fry & Fingerlings** for each '**Category of Output**' in Phase-1 and Phase-2 of the 'Project' within the "Cost Bracket" provided in the RFP, for the initial 6 years of the Concession Period.
9. We understand that the 'Price Bid' is based on the Lowest Price offered to NFDB. Given 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.
10. We further agree that, the amount quoted above will be applicable from 1st Year to 6th Year of the Concession Period.
11. We agree that the commitment of the output during the entire concession period and supply to NFDB in the initial 6 years of the Concession Period shall be as per the Tables below and at the Unit Price quoted in the 'Price Bid'.

Phase - 1:

Nursery Complex (2 Blocks)

S. No.	Species	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	Guaranteed Buy-back (No. in lakhs)	Estimated size	Guaranteed Buy-back (No. in lakhs)
1	Pompano	15	6-8 cm	3	10-12 cm	1
2	Seabass	17	6-8 cm	6	10-12 cm	1
3	Cobia	2.5	8-10 cm	1	14-15 cm	0.5
4	Mud crab	8.45	2-5 gm	3	-	-

Phase -2:

A. Hatchery Complexes

S. No	Species	Estimated size of fry	Fry to be supplied to NFDB (Guaranteed Buy-back) (in lakhs)
1	Multispecies Marine Fin Fish Hatchery Complexes -2 Nos		
a.	Silver/Indian Pompano	2.5-3 cm	5
B	Asian Sea bass	2.5-3 cm	6
C	Cobia	4-5 cm	2
D	Milk Fish	2-3 cm	2
E	Pearl Spot	2-3 cm	2
2	Mud crab Hatchery Complex-1 No	0.5-0.8 cm	11
3	GI Scampi Hatchery -1 No	0.008 -0.01 gm	200

B Nursery Complexes

S. No.	Species	Fingerlings produced	Fingerlings to be supplied to NFDB - for Pond culture	Fingerlings to be supplied to NFDB -for Sea ranching
--------	---------	----------------------	---	--

		in Lakhs per year	Estimated size of fingerlings	Guaranteed Buy-back (No. in lakhs)	Estimated size of finger lings	Guaranteed Buy-back (No. in lakhs)
1	Silver / Indian Pompano	25	6-8 cm	2	10 -12 cm	1.0
2	Asian Sea bass	22	6-8 cm	3.5	10 -12 cm	1.0
3	Cobia	5	8-10 cm	1	14- 15 cm	0.5
4	Milk Fish	4	6-8 cm	1	8- 10 cm	0.5
5	Pearl Spot	8.5	5-6- cm	1	8- 10 cm	0.5
6	Mud crab	8.5	2-5 gm	3	-	-
7	GI Scampi	50	5-6 gm	30	-	-
8	SPF Polychaetes (Rupees per kg)	1500- kgs per annum in 2 cycles		200 kg	-	-

12. We agree to the price fixed by the Authority for Sea Ranching products @1.5 times the Nursery (Pond) price (Approx.) and Polychaete (SPF) price at Rs. 4,275 per Kg
13. We abide by the 'Price Bid' as per terms of the RFP, if NFDB selects us as the Preferred Bidder. We also understand that, in case any differences between the quoted amount in words and figures, the lowest amount will be considered as our quote.
14. We agree that, we would produce the 'Specified Outputs' and Supply the 'Fry', 'PLs' and 'Fingerlings' Output (excluding Marketable Size from Grow-Out Ponds) to the NFDB as specified in the RFP at the 'Discovered Price' from this 'Price Bid', for the initial period of Six (6) Years including construction 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.
15. We further agree that NFDB shall have the first option to 'Buy-back the Output' during the course of rest of the Concession Period also.
16. We agree to pay Royalty to the Authority @ 2% of the total 'Sale Proceeds' for the initial 6 years. From 7th year onwards, the 'Royalty' to the Authority shall be 8% of the total 'Sale Proceeds' throughout the Concession Period., throughout the Concession Period.
17. We hereby agree that our offer shall remain valid for 180 Days from the Due Date of submission and may be extended as may be mutually agreed between the Authority and the Bidder.

Yours truly,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Place:



Seal of Bidder:

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